

EXHIBIT 1

Michael J. Skousen, #011982
SKOUSEN, SKOUSEN,
GULBRANDSEN & PATIENCE, P.C.
414 East Southern Avenue
Mesa, Arizona 85204
(480) 833-8800

Attorneys for Plaintiffs



THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

JIN AH LEE, decedent, by her estate
Representative, JUNGIL LEE, SANG CHUL
LEE, Decedent's father, and DUKSON LEE,
decedent's mother,

Plaintiffs,

vs.

ANC CAR RENTAL CORP., GENERAL
MOTORS CORP., and HONG-JUN JEON,

Defendants.

No. *CV 2005-0307*

COMPLAINT

(TORT - MOTOR VEHICLE)

Preliminary

Plaintiff Jin Ah Lee, decedent, by her authorized estate representative, Jungil Lee, plaintiff Sang-Chul Lee and plaintiff Dukson Lee, by their authorized legal representative Jungil Lee, for their complaint against defendants ANC Rental Corporation, General Motors Corporation, and Hong-Jun Jeon, allege:

The Parties

1. Plaintiff-decedent, Jin Ah Lee, was a natural person, age 22, who died in the accident relevant to this lawsuit on June 1, 2003, at Flagstaff, Arizona. Plaintiff Jin Ah Lee

maintained a permanent residence at Kaepo Woosung 4 th Apartment No. 8-407, Dokok-dong, Kangnam-ku, Seoul, Republic of Korea, and maintained a local address at 36 Kennedy Blvd., Cambridge, MA, while studying in the United States before her death.

2. Plaintiffs Sang-Chul Lee, plaintiff Jin Ah Lee's father, and Dukson Lee, plaintiff Jin Ah Lee's mother, are aliens, who reside at Kaepo Woosung 4th Apartment No. 8-407, Dokok-dong, Kangnam-ku, Seoul, Republic of Korea. These plaintiffs sue in their own names in connection with the untimely death and loss of their daughter, including support, companionship, society, wrongful death and survivorship rights.

3. Defendant ANC Rental Corporation (acronym for "Alamo/National Car") ("Alamo"), a publicly-traded entity organized in November 1999, is the parent company of Alamo Rent a Car, National Car Rental, and Alamo Local Market, engaged in the rental car business in approximately 60 countries around the world. Its principal offices located at 200 South Andrews Avenue, Fort Lauderdale, FL 33301. At all relevant times Alamo was the owner and renter of a certain 2003 Chevrolet Malibu automobile which caused plaintiff's death. Defendant Alamo is believed to be authorized to conduct regular business in the State of Arizona and in this district.

4. Defendant General Motors Corporation ("GM") is believed to be an entity organized under laws of the State of Michigan, and has its worldwide corporate headquarters and principal offices at 767 Fifth Avenue, New York, New York. At all relevant times GM was the designer and manufacturer of the 2003 Year model Chevrolet Malibu automobile which caused plaintiff's death. Defendant GM is believed to be authorized to conduct regular business in the State of Arizona and in this district.

Exhibit A to Notice of Removal

5. Defendant Hong-Jun Jeon ("Jeon") is an alien, a national of the Republic of Korea, having his local address at 400 Mass Avenue #34, Boston, MA 02115, and his permanent address at Kangwondo kangnuen-shi kyoi-dong, Darim Apartments 1803, Republic of Korea. Defendant Jeon drove the 2003 Chevy Malibu relevant to this lawsuit and contributed to the death of plaintiff Jin Ah Lee.

Jurisdiction and Venue

6. This Court has jurisdiction and venue under Arizona law, as the underlying accident occurred in Flagstaff, Arizona.

Common Allegations

7. Upon information and belief, in May 2003, defendant Jeon, an alien who possessed an "international driver's license," issued by the Republic of Korea, having relatively little driving experience in the United States, rented a certain 2003 Chevrolet Malibu, four-door automobile (the "Malibu"), bearing California license plates 4LXT007, from defendant Alamo, at one of its rental locations in Las Vegas, Nevada, and drove with three passengers through the State of Arizona and elsewhere.

8. Among the four occupants of the Malibu were the driver and plaintiff Jin Ah Lee and two of their friends. Plaintiff Jin Ah Lee and a second female occupant were seated in the rear of the car, while defendant Jeon, as the driver, was accompanied by another male in the front seats.

9. Upon information and belief, while defendant Jeon was driving through Flagstaff, Arizona, on a single-lane, two-way, level desert highway, heading westbound, defendant Jeon attempted to pass a slow-moving vehicle through the east-bound lane, in a permitted "passing" zone.

10. Upon information and belief, defendant Jeon crossed into the on-coming lane and attempted to outpace the “slower” car in the westbound lane, but was unable to do so before he saw an oncoming car. As oncoming traffic became visible, defendant Jeon attempted to slow down and maneuver the Malibu back to the westbound lane, but the Malibu lost stability, “fishtailed” out of control, and left the road surface, off the shoulder, into the unpaved dirt.

11. Upon information and belief, the Malibu failed to brake properly due to weak or small brake pads, lack of anti-lock braking system (ABS), the wheels and body vibrated extensively, bounced up and down, and the frame and body became unstable.

12. Upon information and belief, as the Malibu left the road surface and traveled in the dirt, it rolled over and sustained extensive structural damage, including the collapse of its roof, the disintegration of its frame, and the destruction of all windows and windshields.

13. During the rollover, plaintiff Jin Ah Lee was unsafely ejected out of the passenger compartment of the vehicle. Plaintiff Jin Ah Lee suffered serious physical injuries to various parts of her body.

14. Upon information and belief, the accident was observed by, among others, a physician who was traveling through the area at the time, and the physician provided emergency assistance. The police and ambulance were summoned immediately, and plaintiff Jin Ah Lee was transported by air to a hospital.

15. As doctors at Flagstaff Medical Center provided emergency care, plaintiff Jin Ah Lee died from “multiple blunt-trauma injuries” sustained in the accident. She suffered extensive pain between the time of the accident and the time of her death, several hours later.

16. Upon information and belief, the Malibu was towed to Chief’s Towing in Flagstaff, Arizona, and subsequently removed by defendant Alamo to Albuquerque, New

Mexico, to a facility under its exclusive control. Defendant Alamo has been requested to preserve the car.

More Particular Allegations and Claims for Relief

17. Plaintiff Jin Ah Lee's untimely death was believed to be caused by a combination of some or all of the following causes of action.

Count 1: Improper testing by GM

18. Paragraphs 1 through 17 are incorporated by reference.

19. Although GM routinely conducts dynamic rollover tests at its European operations, within the United States, GM has failed to conduct any dynamic rollover tests using anthropomorphic test-dummies, on the Malibu, among other car models, for decades now.

20. Defendant GM's failure to conduct dynamic rollover tests in the United States is part of its overall business strategy to cut costs by its management, despite its knowledge that dynamic rollover tests, as GM itself conducts at its European operations, are an effective means of gauging vehicle safety and improving vehicle and occupant safety.

21. Defendant GM's failure to implement adequate dynamic rollover tests concerning hundreds of thousands of cars made and sold in the United States generally, and of the Malibu, in particular, contributed to accident and to plaintiff Jin Ah Lee's death.

22. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

23. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 2: Improper design by GM

24. Paragraphs 1 through 17 are incorporated by reference.

25. Despite the fact defendant GM promotes the Malibu as having a “steel cage” construction to protect the passenger cabin, in fact, the subject Malibu’s passenger cabin failed to maintain the “survival space,” also known as the “non-encroachment zone,” necessary for plaintiff to have survived the relevant accident.

26. Upon information and belief, defendant GM knew or should have known that the Malibu’s “non-encroachment zone” was of inferior quality, design, and strength. The Malibu’s roof structure and the extent of deformation and crushing into the “non-encroachment zone” was needlessly more severe and extensive due to the inherent weaknesses in the roof structure. A primary reason for utilizing the weak “survival space” was part of defendant GM’s overall “cost cutting” business practice.

27. As a direct and proximate result of defendant GM’s actions and omissions, plaintiffs have sustained injuries.

28. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 3: Improper manufacturing by GM

29. Paragraphs 1 through 17 are incorporated by reference.

30. Defendant GM failed to implement appropriate welding of separate components together, in the frame and structure of the Malibu, so as to minimize roof crush.

31. As a direct and proximate result of defendant GM’s actions and omissions, plaintiffs have sustained injuries.

32. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the potential risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 4: Improper design/manufacturing by GM

33. Paragraphs 1 through 17 are incorporated by reference.

34. Upon information and belief, the side windows and the rear windshield were glazed or attached inappropriately, inadequately and/or defectively. Defendant GM improperly designed and/or manufactured the Malibu in such a way as to allow the windows and windshields to separate from the body relatively easily, and thereby placed human life in unnecessary danger.

35. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

36. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 5: Improper design/manufacturing by GM

37. Paragraphs 1 through 17 are incorporated by reference.

38. Upon information and belief, the Malibu's braking system was designed or manufactured inappropriately, inadequately and/or defectively. Defendant GM knew or should have known that the car did not have safe-braking capability, due to relatively small brake-pad size, due to the lack of ABS, and due to other factors; and that the Malibu was not adequately controllable, particularly at highway speeds.

39. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

40. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the potential risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 6: Failure to give adequate warnings by GM

41. Paragraphs 1 through 17 are incorporated by reference.

42. Defendant GM failed to give adequate warning to the public about the dangers associated with, and relating to, the Malibu, each of the foregoing safety/design/manufacturing factors, and to other factors.

43. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

44. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 7: Acquisition, use or rental of unsafe vehicles by Alamo

45. Paragraphs 1 through 44 are incorporated by reference.

46. Upon information and belief, defendant Alamo, one of the largest car renters in the world, purchases and acquired a substantial number of Malibu cars from defendant GM.

47. Upon information and belief, defendant Alamo knew one or more of the facts alleged in plaintiffs' claims against defendant GM, concerning the Malibu's testing, design, manufacture, and safety, but nevertheless acquired a substantial number of such cars, and

promoted and rented them to the public, and thereby unnecessarily increased the likelihood of serious injury or death to persons riding in its cars, including plaintiff Jin Ah Lee.

48. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

49. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 8: Wrongful rental by Alamo

50. Paragraphs 1 through 44 are incorporated by reference.

51. Upon information and belief, defendant Alamo rented the car to defendant Jeon despite his failure to produce adequate documentation; despite his lack of driving experience; and/or despite his inappropriate age. Upon information and belief, defendant Jeon was not qualified under defendant Alamo's own rental guidelines.

52. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

53. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 9: Failure to warn by Alamo

54. Paragraphs 1 through 44 are incorporated by reference.

55. At the time defendant Alamo rented the Malibu to defendant Jeon, Alamo knew or should have known that the car did not have ABS braking capability, and/or otherwise did not have adequate controllability, on the highway and elsewhere.

Exhibit A to Notice of Removal

56. At all relevant times, upon information and belief, at the time of making the rental contract, defendant Alamo failed to warn defendant Jeon, plaintiff Jin Ah Lee and the other passengers of the Malibu that the car did not have certain safety devices, including ABS braking capability.

57. Upon information and belief, defendant Alamo failed to warn of other safety measures and thereby contributed to plaintiff Jin Ah Lee's injuries and death.

58. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

59. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 10: Entrustment of dangerous instrumentality by Alamo

60. Paragraphs 1 through 44 are incorporated by reference.

61. Upon information and belief, defendant Alamo wrongfully entrusted a dangerous instrumentality, the Malibu, to defendant Jeon, and contributed to the unnecessary death of plaintiff Jin Ah Lee.

62. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

63. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 11: Contract insurer of Jeon

64. Paragraphs 1 through 44 are incorporated by reference.

65. At all relevant times, Alamo or another insurance carrier underwrote a certain liability insurance policy affecting the rental/car in issue.

66. Such carrier is liable to the same extent as defendant Jeon's liability, discussed below.

67. Despite repeated demands for policy claim information and payment, defendant Alamo has failed and refused to pay on such policy and has failed to even provide basic policy information.

68. Defendant Alamo is liable for such policy value.

69. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of its obligations as an insurance company, defendant Alamo should be subject to punitive damages for bad faith insurance practices.

Count 12: Negligent driving by Jeon

70. Paragraphs 1 through 63 are incorporated by reference.

71. Upon information and belief, defendant Jeon, unaware that he was driving a car with various testing/design/manufacturing and safety problems, was negligent in his operation of the subject Malibu. Defendant Jeon's actions and omissions contributed to the other defendants' actions and omissions.

72. As a direct and proximate result of defendant Jeon's actions, plaintiffs have sustained injuries.

WHEREFORE, plaintiffs demand:

A. appropriate compensatory damages in a sum exceeding \$20 million, for pain and suffering, loss of income, loss of society and survivorship rights, and wrongful death, to the

Exhibit A to Notice of Removal

parents of Jin Ah Lee on behalf of Jin Ah Lee and themselves, against all defendants, individually and jointly and severally; and

B. appropriate punitive damages in a sum exceeding \$20 million, against defendants Alamo and GM, individually and jointly and severally; and

C. appropriate costs and attorney's fees; and

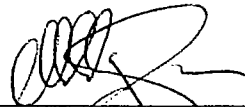
D. any other relief the Court deems just and proper under the circumstances.

Jury Demand

Pursuant to the Arizona Rules of Civil Procedure, plaintiffs hereby request a trial by jury.

Dated this 7th day of May, 2005.

SKOUSEN, SKOUSEN,
GULBRANDSEN & PATIENCE,
P.C.



Michael J. Skousen
Attorneys for Plaintiffs

MICHAEL J. SKOUSEN, #011982
 SKOUSEN, SKOUSEN,
 GULBRANDSEN & PATIENCE, P.C.
 414 EAST SOUTHERN AVENUE
 MESA, ARIZONA 85204
 TEL: 480-833-8800
Attorneys for Plaintiff

THE SUPERIOR COURT OF THE STATE OF ARIZONA
 IN AND FOR THE COUNTY OF COCONINO

-----X
 JIN AH LEE decedent, by her estate
 representative, JUNGIL LEE,
 SANG CHUL LEE and DUKSON LEE,
 by their personal representative,
 JUN GIL LEE,

Plaintiff,

v.

ANC CAR RENTAL CORP.,
 GENERAL MOTORS CORP.,
 and HONG-JUN JEON,
 Defendants.

-----X

No. CV 2005-0307

Acknowledgment of service

The undersigned hereby acknowledges service of the summons and complaint in this action as of
 May ____, 2005.


 Hong Jun Jeon

6/8/2005

Michael J. Skousen, #011982
 SKOUSEN, SKOUSEN,
 GULBRANDSEN & PATIENCE, P.C.
 414 East Southern Avenue
 Mesa, Arizona 85204
 (480) 833-8800

Attorneys for Plaintiffs

THE SUPERIOR COURT OF THE STATE OF ARIZONA
 ND FOR THE COUNTY OF COCONINO

JIN AH LEE, decedent, by her estate)
 Representative, JUNGIL LEE, SANG CHUL LEE,)
 Decedent's father, and DUKSON LEE, decedent's)
 mother,)

Plaintiffs,)

No. *CV 2005-0307*

S U M M O N S

vs.)

ANC CAR RENTAL CORP., et al.,)

Defendants.)

STATE OF ARIZONA TO THE DEFENDANTS:

GENERAL MOTORS CORP.

YOU ARE HEREBY SUMMONED and required to appear and defend within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona -- whether by direct service, by registered or certified mail, or by publication -- you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this State, the insurer shall not be required to appear, answer or plead until expiration of 40 days after date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete 30 days after the date of filing the receipt and affidavit of service with the Court. Service by publication is complete 30 days after the date of first publication. Direct service is complete when made. Service upon the

Exhibit A to Notice of Removal

Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4; ARS §§ 20-222, 28-502, 28503.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required, and you are required to serve a copy of any Answer or response upon the Plaintiff's attorney. RCP 10(d); ARS §21-311; RCP 5.

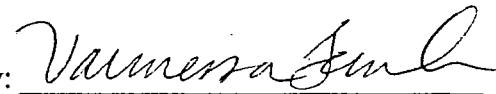
Requests for reasonable accommodation for persons with disabilities must be made to the division assigned to the case by parties at least three judicial days in advance of a scheduled court proceeding.

The name and address of Plaintiff's attorney are:

Michael J. Skousen
SKOUSEN, SKOUSEN, GULBRANDSEN & PATIENCE, P.C.
414 East Southern Avenue
Mesa, AZ 85204

SIGNED AND SEALED this date: 5-18-05

~~MICHAEL K. JEANES~~, Clerk
DEBORAH YOUNG

By: 
Deputy Clerk

5-1805

CT CORPORATION

A WoltersKluwer Company

Service of Process**Transmittal**

06/22/2005

Log Number 510320688

TO: Rosemarie Williams
General Motors Legal Staff
400 Renaissance Center, Mail Code 482-038-210
Detroit, MI, 48265-4000

RE: **Process Served in Michigan**

FOR: General Motors Corporation (Domestic State: DE)

**PRODUCT
LITIGATION**
JUN 23 2005
G.M. LEGAL STAFF

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Jin Ah Lee, Decedent, by her Estate Representative, Jungil Lee, Sang Chul Lee, Decedent's father and Dukson Lee, Decedent's mother, Pltfs. vs. ANC Car Rental Corp., et al., Including General Motors Corp., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Complaint

COURT/AGENCY: Superior Court-Arizona-County of Coconino, AZ
Case # CV20050307

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - On June 1, 2003, Jin Ah Lee, died in the accident when the 2003 Chevy Malibu, designed/manufactured by GM, failed to brake properly and left the road, rolled over and sustained structural damage, including the collapse of its roof.

ON WHOM PROCESS WAS SERVED: The Corporation Company, Bingham Farms, MI

DATE AND HOUR OF SERVICE: By Certified Mail on 06/22/2005 postmarked on 06/16/2005

APPEARANCE OR ANSWER DUE: 28 Days

ATTORNEY(S) / SENDER(S): Michael J. Skousen
Skousen, Skousen, Gulbrandsen & Patience
414 East Southern Avenue
Mesa, AZ, 85204
480-833-8800

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day, 790062022478
Fax Transmittal, Rosemarie Williams 313-665-7572
Faxed 6-22-05, 13:53

SIGNED: The Corporation Company
PER: Stephanie Hendrickson
ADDRESS: 30600 Telegraph Road
Suite 2345
Bingham Farms, MI, 48025
TELEPHONE: 248-646-9033

EXHIBIT 2

Exhibit A to Notice of Removal

Michael J. Skousen, #011982
 SKOUSEN, SKOUSEN,
 GULBRANDSEN & PATIENCE, P.C.
 414 East Southern Avenue
 Mesa, Arizona 85204
 (480) 833-8800

DECLARATORY JUDGMENT
 FILED
 2005 MAY 19 PM 2:52
 JUDGE

Attorneys for Plaintiffs

THE SUPERIOR COURT OF THE STATE OF ARIZONA
 ND FOR THE COUNTY OF COCONINO

JIN AH LEE, decedent, by her estate)
 Representative, JUNGIL LEE, SANG CHUL LEE,)
 Decedent's father, and DUKSON LEE, decedent's)
 mother,)

Plaintiffs,)

vs.)

ANC CAR RENTAL CORP., et al.,)

Defendants.)

No. CV 2005-0307

CERTIFICATE REGARDING
 COMPULSORY ARBITRATION

The undersigned certifies that the largest award sought by the complainant, including punitive damages, but excluding interest, attorneys' fees, and costs **does** exceed the limits set by Local Rule for compulsory arbitration. This case **is not** subject to the Uniform Rules of Procedure for Arbitration.

Dated this 17th day of May, 2005.

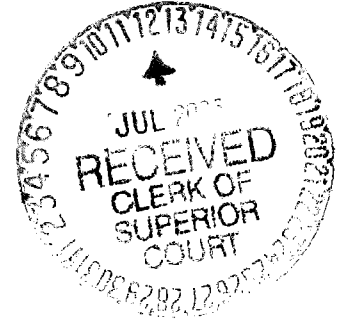
SKOUSEN, SKOUSEN,
 GULBRANDSEN & PATIENCE, P.C.

By: _____

Michael J. Skousen
 Attorneys for Plaintiffs

EXHIBIT 3

Thomas M. Klein (State Bar No. 010954)
BOWMAN AND BROOKE LLP
Suite 1600 Phoenix Plaza
2901 North Central Avenue
Phoenix, Arizona 85012
(602) 643-2300
(602) 248-0947 - Fax



Attorneys for Defendant GM Corporation

SUPERIOR COURT OF ARIZONA
COCONINO COUNTY

Jin Ah Lee, decedent, by her estate
representative, Jungil Lee,
Sang Chul Lee, decedent's father,
and Dukson Lee, decedent's mother,

Plaintiff,

v.

ANC Car Rental Corp., General Motors Corp.,
and Hong-Jun Jeon

Defendants.

Case No. CV-20050307

**ANSWER TO COMPLAINT AND JURY
DEMAND**

(Assigned to Honorable Fred Newton)

Plaintiffs have previously filed this same Complaint in federal court in Phoenix, as well as state court in New Jersey. Because the other two actions assert the same claims against the same defendants, General Motors Corporation (GM) is requesting, by way of a separate motion filed concurrently with this answer, that this matter be either dismissed or stayed.

GM, for its answer to plaintiffs' Complaint, admits, denies, and alleges as follows:

1. GM denies each and every allegation of plaintiffs' Complaint, except those allegations that are hereinafter specifically admitted, qualified, or otherwise answered.

...

...

2. GM is without sufficient information to form a belief as to the truth or falsity of the allegations contained in paragraph 1, 2, and 3 of plaintiffs' Complaint, and denies the same.

3. In response to paragraph 4 of plaintiffs' Complaint, GM admits that it is an entity authorized to conduct regular business in the State of Arizona and in this district and that GM designs and manufactures Chevrolet Malibu's. GM denies that it is organized under the laws of the State of Michigan and has world wide corporate headquarters and principal offices at 767 5th Ave., New York, New York. GM is a Delaware corporation with its principal place of business in Michigan.

4. GM is without sufficient information to form a belief as to the truth or falsity of the allegations contained in paragraph 5 of plaintiffs' Complaint, and denies the same.

JURISDICTION AND VENUE

5. In response to paragraph 6 of plaintiffs' Complaint, GM admits that the automobile crash which gives rise to this complaint occurred in Coconino County, Arizona. As noted above, however, GM contests jurisdiction and venue because plaintiffs filed this same action in two other venues.

COMMON ALLEGATIONS

6. Based on Arizona Accident Report 2003-04 3602 ("the Report"), Hong-Jun Jeon was driving with three passengers in a 2003 Chevrolet Malibu with VIN 1G1ND52J63M519959 owned by Alamo Car Rental with license plate number 4XLT007 as alleged in paragraph 7 of plaintiffs' Complaint. Based on the "SDM" equipped on the 2003 Malibu, the driver was traveling in excess of 90 mph when he lost control of the car and drove it off the pavement, causing it to overturn. GM is without sufficient information to determine the truth or falsity of the remaining allegations, and denies the same.

...

...

7. In response to paragraphs 8, 9, 10, 11, 12, 13, 14, 15, of plaintiffs' Complaint, defendant is without sufficient information to determine the truth or falsity of the allegations set forth in plaintiffs' Complaint, and denies the same.

8. Based on the Report, the Malibu was towed to Chief's Towing. GM is without sufficient information to determine the truth or falsity of the remaining allegations, and denies the same.

9. GM denies the allegations in paragraph 17 of plaintiffs' Complaint.

ANSWER TO COUNT 1

10. GM re-alleges and incorporates herein its responses to paragraphs 1-17 of plaintiffs' Complaint.

11. GM denies the allegations contained in paragraphs 18, 19, 20, 21, 22, and 23 of plaintiffs' Complaint.

12. In response to the allegations contained in plaintiffs' Complaint contained in paragraphs 22 and 23, they state legal conclusions, nevertheless, GM denies the same.

ANSWER TO COUNT 2

13. GM re-alleges and incorporates herein its responses to paragraphs 1-17 of plaintiffs' Complaint.

14. GM denies the allegations contained in paragraph 25 of plaintiffs' Complaint.

15. GM denies the allegations contained in paragraph 26 of plaintiffs' Complaint.

16. In response to paragraphs 27 and 28 of plaintiffs' Complaint, they state legal conclusions, nevertheless, GM denies the same.

ANSWER TO COUNT 3

17. GM re-alleges and incorporates herein its responses to paragraphs 1-17 of plaintiffs' Complaint.

...

1 18. GM denies the allegations contained in paragraph 30 of plaintiffs'
2 Complaint.

3 19. In response to paragraphs 31 and 32 of plaintiffs' Complaint, they state
4 legal conclusions, nevertheless, GM denies the same.

5 **ANSWER TO COUNT 4**

6 20. GM re-alleges and incorporates herein its responses to paragraphs 1-
7 17 of plaintiffs' Complaint.

8 21. GM denies the allegations contained in paragraph 34 of plaintiffs'
9 Complaint.

10 22. In response to paragraphs 35 and 36, they state legal conclusions;
11 nevertheless, GM denies the same.

12 **ANSWER TO COUNT 5**

13 23. GM re-alleges and incorporates herein its responses to paragraphs 1-
14 17 of plaintiffs' Complaint.

15 24. GM denies the allegation contained in paragraph 38 of plaintiffs'
16 Complaint.

17 25. In response to paragraphs 39 and 40, they state legal conclusions;
18 nevertheless, GM denies the same.

19 **ANSWER TO COUNT 6**

20 26. GM incorporates and re-alleges herein its responses to paragraphs 1-
21 17 of plaintiffs' Complaint.

22 27. GM denies the allegations contained in paragraph 42 of plaintiffs'
23 Complaint.

24 28. The allegations contained in paragraphs 43 and 44 of plaintiffs'
25 Complaint contain legal conclusions; nevertheless, GM denies the same.

26 **ANSWER TO COUNTS 7-12**

27 29. GM re-alleges and incorporates herein its responses to paragraphs 1-
28 17 of plaintiffs' Complaint.

1 30. The allegations in paragraphs 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56,
2 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72 of plaintiffs' Complaint
3 are not directed towards GM. GM is without sufficient knowledge or information to
4 form a belief as to the truth or falsity of the allegations and, therefore, denies the
5 same.

6 **AFFIRMATIVE ALLEGATIONS AND DEFENSES**

7 31. GM alleges that plaintiffs' Complaint, and each claim for relief therein set
8 forth, fails to state a claim against GM upon which relief can be granted.

9 32. GM affirmatively alleges that plaintiffs' injuries and damages, if any,
10 were caused or contributed to or by the negligence of plaintiffs, or of plaintiffs'
11 agents, or employees, or the joint or concurrent negligence of the plaintiffs, or
12 plaintiffs' agents, or employees, and other persons, firms, corporations, or body
13 politics over whom this answering defendant had no control or right of control, and
14 that this comparative negligence bars any recovery by plaintiffs.

15 33. GM affirmatively alleges that plaintiffs' damages, if any, must be reduced
16 by the comparative fault of plaintiff, and other persons, including responsible non-
17 parties pursuant to A.R.S. § 12-501 et seq.

18 34. GM affirmatively alleges that plaintiffs' recovery of damages and losses,
19 if any, must be reduced by the amounts received from collateral sources.

20 35. GM affirmatively alleges that the acts or omissions, if any, of GM were
21 not a substantial factor in bringing about the alleged injuries and, therefore, were not a
22 contributing cause thereof, but were superseded by the acts or omissions of others,
23 which were sole or independent, intervening and proximate causes of any such
24 injuries or damages allegedly suffered.

25 36. GM affirmatively alleges that, if it is determined that it manufactured or
26 sold the vehicle described in plaintiffs' Complaint, the plans or designs for the vehicle
27 and the methods and techniques of manufacturing, inspecting, testing, and labeling
28 the vehicle conformed with the state of the art at the time the vehicle was sold.

1 37. GM affirmatively alleges that, if it is determined that it manufactured or
2 sold the vehicle described in plaintiffs' Complaint, the proximate cause of the incident
3 giving rise to this action was an alteration or modification of the vehicle which was not
4 reasonably foreseeable, made by a person other than this defendant subsequent to
5 the time the vehicle was sold.

6 38. GM affirmatively alleges that, if it is determined that it manufactured or
7 sold the vehicle described in plaintiffs' Complaint, the proximate cause of the incident
8 giving rise to this action was a use of the vehicle which was for a purpose, in a
9 manner, or in an activity other than that which was reasonably foreseeable, or was
10 contrary to any express and adequate instructions or warnings appearing on or
11 attached to or delivered with the vehicle about which plaintiffs and plaintiffs' agents or
12 employees knew, or in the exercise of reasonable diligence, should have known.

13 39. GM affirmatively alleges that all of the activities and negligence of the
14 plaintiffs, whether individually or jointly, which prevent their recovery of damages in
15 this action are imputed to all other plaintiffs, barring their recovery of any damages.

16 40. GM affirmatively alleges that plaintiffs failed to mitigate their damages.

17 41. GM affirmatively alleges that the State of Arizona's judicially created
18 definitions of manufacturing defect and design defect and standards for determining
19 whether there has been an actionable failure to warn are unconstitutional in that,
20 among other things, they are void for vagueness and an undue burden upon
21 interstate commerce, as well as an impermissible effort to regulate in an area that has
22 previously been preempted by the federal government.

23 42. GM affirmatively alleges that plaintiffs' claims are barred by the doctrine
24 of laches and spoliation of evidence.

25 43. GM affirmatively alleges that, after appropriate discovery, the following
26 affirmative defenses may be applicable: lack of subject matter jurisdiction, statute of
27 limitations bar, failure to join a necessary and proper party, abatement, estoppel,
28 waiver, release, payment, *res judicata*, violation of a statute, violation of a public

1 policy, and failure to comply with a statutory requirement. The extent to which
2 plaintiffs' claims may be barred by one or more of the foregoing affirmative defenses
3 cannot be determined until GM has had an opportunity to complete discovery.

4 44. GM affirmatively alleges that plaintiffs' Complaint fails to set forth
5 sufficient facts to support a claim for punitive or exemplary damages.

6 **JURY DEMAND**

7 45. Pursuant to Rule 38 of the Arizona Rules of Civil Procedure, GM
8 demands a trial by jury on all issues raised in the pleadings in this action.

9 46. WHEREFORE, Defendant General Motors Corporation requests that
10 plaintiffs take nothing by their Complaint and that the same be dismissed with
11 prejudice on the merits, that GM have and recover its costs, disbursements and
12 attorneys' fees incurred in this matter, and that GM receive all other relief which the
13 court deems to be just and reasonable.

14 DATED this 11th day of July, 2005.

15 BOWMAN AND BROOKE LLP

16
17 By: Thomas M. Klein
18 Thomas M. Klein
19 2901 N. Central Avenue
20 Suite 1600
Phoenix, Arizona 85012
Attorneys for Defendant
General Motors Corporation

21 **COPY** of the foregoing mailed this
22 11th day of July, 2005, to:

23 Michael S. Kimm, Esq.
24 190 Moore Street, Suite 272
Hackensack, New Jersey 07601
Attorney for Plaintiffs

25 Raymond R. Cusack, Esq.
26 Timothy M. Medcoff, Esq.
27 QUARLES, BRADY, STREICH & LANG
28 One South Church Avenue
Suite 1700
Phoenix, Arizona 85701
Attorneys for Defendant ANC Rental Corp.

Exhibit A to Notice of Removal

1 G. Peter Spiess, Esq.
2 SPIESS & ASSOCIATES, P.C.
3 420 West Roosevelt Street
4 Phoenix, Arizona 85003
5 Attorneys for Defendant Hong-Jun Jeon
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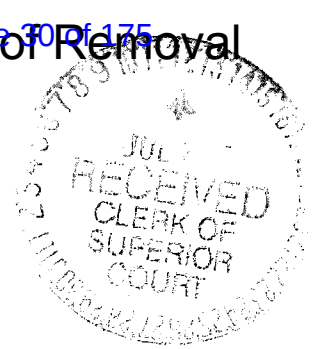
Exhibit A to Notice of Removal

EXHIBIT 4

7-11-05

COPY

1 Thomas M. Klein (State Bar No. 010954)
 2 BOWMAN AND BROOKE LLP
 3 Suite 1600 Phoenix Plaza
 4 2901 North Central Avenue
 5 Phoenix, Arizona 85012
 6 (602) 643-2300
 7 (602) 248-0947 - Fax



8 Attorneys for Defendant GM Corporation

9 **SUPERIOR COURT OF ARIZONA**
 10 **COCONINO COUNTY**

11 Jin Ah Lee, decedent, by her estate
 12 representative, Jungil Lee,
 13 Sang Chul Lee, decedent's father,
 14 and Dukson Lee, decedent's mother,

15 Plaintiff,

16 v.

17 ANC Car Rental Corp., General Motors Corp.,
 18 and Hong-Jun Jeon

19 Defendants.

Case No. CV-20050307

**CERTIFICATE REGARDING
 COMPULSORY ARBITRATION**

(Assigned to Honorable Fred Newton)

20 Pursuant to Rule 72, Arizona Rules of Civil Procedure, defendant General Motors
 21 Corporation (GM) hereby states that the amount in controversy in this matter exceeds
 22 \$50,000 and, therefore, is not subject to arbitration.

23 DATED this 11th day of July, 2005.

24 BOWMAN AND BROOKE LLP

25 By: Thomas M. Klein
 26 Thomas M. Klein
 27 2901 N. Central Avenue
 28 Suite 1600
 Phoenix, Arizona 85012
 Attorneys for Defendant
 General Motors Corporation

1 **COPY** of the foregoing mailed this
2 11th day of July, 2005, to:

3 Michael S. Kimm, Esq.
4 190 Moore Street, Suite 272
5 Hackensack, New Jersey 07601
6 Attorney for Plaintiffs

7 Raymond R. Cusack, Esq.
8 Timothy M. Medcoff, Esq.
9 QUARLES, BRADY, STREICH & LANG
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11 Suite 1700
12 Phoenix, Arizona 85701
13 Attorneys for Defendant ANC Rental Corp.

14 G. Peter Spiess, Esq.
15 SPIESS & ASSOCIATES, P.C.
16 420 West Roosevelt Street
17 Phoenix, Arizona 85003
18 Attorneys for Defendant Hong-Jun Jeon

19
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EXHIBIT 5

COPY



Thomas M. Klein (State Bar No. 010954)
 BOWMAN AND BROOKE LLP
 Suite 1600 Phoenix Plaza
 2901 North Central Avenue
 Phoenix, Arizona 85012
 (602) 643-2300
 (602) 248-0947 - Fax

Attorneys for Defendant GM Corporation

STATE OF ARIZONA
COCONINO COUNTY

Jin Ah Lee, decedent, by her estate
 representative, Jungil Lee,
 Sang Chul Lee, decedent's father,
 and Dukson Lee, decedent's mother,

Plaintiff,

v.

ANC Car Rental Corp., General Motors Corp.,
 and Hong-Jun Jeon

Defendants.

Case No. CV-20050307

MOTION TO DISMISS AND/OR STAY

(Assigned to Honorable Fred Newton)

Defendant General Motors Corporation (GM) hereby moves this Court for an Order dismissing the above-entitled action. In the alternative, GM moves to either stay the action pending the resolution of two previously filed duplicative actions or require plaintiff to dismiss the two previously-filed cases and proceed in this Court. This motion is supported by the attached Memorandum of Points and Authorities.

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL BACKGROUND

On June 1, 2003, a 2003 Chevrolet Malibu rented from defendant ANC and driven by defendant Hong Jun Jeon, a Korean national, was involved in a one-car rollover crash outside of Kayenta, Arizona. (See Arizona Traffic Accident Report, hereinafter "Report," #2003-043607, dated June 1, 2003, attached as Exhibit A.) In the course of the incident, Jin Ah Lee, also a Korean national, was ejected from the car and subsequently died from

1 the resulting injuries. (Report, Fatal Supplement, dated June 1, 2003, attached as
2 Exhibit B). Plaintiffs, representatives of Ms. Lee's estate, have now filed three lawsuits
3 against GM, ANC Car Rental Corporation, and Hong Jun Jeon, alleging various claims of
4 negligence.

5 The plaintiffs first brought suit against defendants in the United States District Court
6 of Arizona. (See Complaint, dated August 8, 2003, attached as Exhibit C.) Plaintiffs
7 claimed federal jurisdiction was proper even though one of the named defendants, driver
8 Hong Jun Jeon, was of the same Korean citizenry as the plaintiff's estate. (See Plaintiffs'
9 Response to Court Order to Show Cause for Possible Dismissal for Lack of Subject-Matter
10 Jurisdiction, June 10, 2004, attached as Exhibit D.) The District Court found that having a
11 Korean plaintiff and a Korean defendant destroyed diversity, and dismissed the case for
12 lack of subject matter jurisdiction. (See Order, dated October 14, 2004, attached as
13 Exhibit E). Plaintiffs appealed. The appeal is still pending in the Ninth Circuit. (See
14 Plaintiffs' Notice of Appeal, dated November 8, 2004, attached as Exhibit F.)

15 After the dismissal by the federal trial court, plaintiffs filed the same claim against
16 the same defendants, but this time in New Jersey state court. (See Complaint, Superior
17 Court of New Jersey, Hudson County, dated March 28, 2005, attached as Exhibit G.) The
18 complaint is essentially identical to the federal complaint, with plaintiffs alleging that venue
19 is proper in New Jersey because the decedent was a resident alien of New Jersey at the
20 time of her death. In the complaint filed in this case, however, plaintiffs alleged the
21 decedent was attending school in Massachusetts at the time of her death. (See Plaintiffs'
22 Complaint, ¶ 1.)

23 Now, plaintiffs have filed the same lawsuit in this Court. All in all, plaintiffs have filed
24 three separate yet identical lawsuits arising from the same rollover wreck. Such
25 unnecessary and wasteful actions delay and damage our entire system of jurisprudence.
26 The attendant costs created from such needless repetition are borne not only by the
27 parties to this case, but by all who utilize any part of the legal system. Furthermore, the
28 presence of three essentially identical claims in three different jurisdictions raises the

1 specter of conflicting resolutions, along with the prospects of numerous appeals and other
2 delays.

3 Arizona and Ninth Circuit case law, as well as issues of fairness, comity, and
4 judicial economy, advocate either the dismissal of this case entirely, a stay of proceedings
5 until the federal appeal is decided, or a dismissal of the previous two claims and a
6 decision by plaintiffs to proceed to finality in this Court.

7 II. LEGAL ARGUMENT

8 This Court has the discretion to stay an action when a prior action concerning the
9 same subject matter is pending in federal court. Tonnemacher v. Touche Ross & Co., 186
10 Ariz. 125, 130, 920 P.2d 5, 10 (Ariz. Ct. App. 1996) (*citing* Landis v. North American Co.,
11 299 U.S. 248, 254, 57 S.Ct. 163, 165-166 (1936)). A stay is appropriate in this matter since
12 plaintiffs have a prior action pending in federal court concerning the same cause of action
13 and arising out of the same accident. Furthermore, many of the policy reasons that the
14 Tonnemacher court put forth as persuasive when granting a stay are even more applicable
15 here, where three separate cases are involved, not just two as in Tonnemacher.

16 In evaluating whether to grant a stay, this Court should consider the following factors:

- 17 1) avoiding increased costs;
- 18 2) preventing harassment by repeated suits involving the same subject
19 matter;
- 20 3) avoiding extra costs and burden to judicial resources;
- 21 4) avoiding piecemeal litigation;
- 22 5) avoiding unusually difficult questions of federal law; and
- 23 6) avoiding conflicting judgments by state and federal courts.

24 Tonnemacher, 186 Ariz. at 130, 420 P.2d at 10.

25 In this case, a stay of this action is mandated by five of the Tonnemacher factors.

26 First, staying this action would avoid additional costs to all parties. All parties will
27 incur additional costs if they must prosecute and defend all three cases at the same time.
28 The costs are especially egregious in this matter, as the venues chosen range the entire

1 country and involve South Korean citizens who have no plans to return to the United States
2 in the near future. Requiring defendants to litigate three separate actions on both coasts with
3 numerous foreign parties attached would increase costs to all parties dramatically.

4 Second, the filing of the same action twice more after the federal trial court action was
5 dismissed suggests possible harassment of the defendants. The subject matter is the same,
6 the complaints are essentially identical, and the lawsuit has been repeated not once, but
7 twice more after the first dismissal. It seems that only one of the two additional lawsuits is
8 necessary for plaintiffs to receive due process. At the least, the choice of litigating in two
9 separate and logistically disparate venues, all while the original federal claim is still pending
10 appeal, suggests a situation necessitating simplification.

11 Third, a stay of this action will preserve costs and judicial resources. The costs could
12 rise to astronomical levels if discovery in three separate lawsuits becomes necessary.
13 Having separate suits proceeding concurrently over three thousand miles apart will tax all
14 parties involved, both financially and logistically. Further, judicial resources will be likewise
15 needlessly burdened, as three separate and distinct court systems have been asked to deal
16 with the same case. It is undisputed that both federal and state courts are over-docketed.
17 Allowing one accident to spawn three lawsuits in three states, in both state and federal court
18 systems, would only further exacerbate one of the major problems facing our judicial system.
19 The Ninth Circuit has previously commented on this concept of judicial efficiency:

20 [a] trial court may . . . find it is efficient for its own docket and the
21 fairest course for the parties to enter a stay of an action before it,
22 pending resolution of independent proceedings which bear upon the
23 case. This rule applies whether the separate proceedings are judicial,
administrative, or arbitral in character, and does not require that the
issues in such proceedings are necessarily controlling of the action
before the court.

24 Leyva v. Certified Grocers of California, Ltd., 593 F.2d 857, 863-64 (1979).

25 Fourth, a stay will avoid piecemeal litigation. This matter should be fully and finally
26 decided by one court. Our judicial system is not set up to attain justice one interlocutory
27 order at a time, with an appeal coming after each setback in whichever court motions

28 . . .

1 happen to be filed. Justice requires this matter be adjudicated in its entirety in only one
2 court, rather than in pieces scattered across the country.

3 Finally, a stay will avoid the possibility of conflicting judgments of this action with one
4 or both of the other two pending actions. This can be avoided by either granting a stay of the
5 action pending the final outcome of one of the other two, previously filed cases, or ordering
6 the dismissal of two of the lawsuits with an agreement by plaintiffs to proceed in one court.
7 This would empower the principles of comity.

8 **III. CONCLUSION**

9 Plaintiffs have filed three separate complaints in three separate court systems across
10 the nation regarding the same incident. The claims are the same, the named defendants are
11 the same, and the named plaintiffs are the same. Plaintiffs' claim has been dismissed from
12 federal court for lack of subject matter jurisdiction and is pending on appeal. Allowing this
13 case to go forth while the federal court appeal is pending and while a separate state court
14 action is proceeding in New Jersey would lead to a waste of judicial resources, abrogation of
15 principles of comity, and untoward delay in the final resolution of this matter. Applicable case
16 law, including Tonnemacher and Leyva, suggests that this matter should be either dismissed
17 or stayed.

18 Therefore, defendant General Motors Corporation respectfully requests that this
19 Court either dismiss this action in its entirety. In the alternative, GM requests that this Court
20 enter a stay in this action pending the resolution of the previously filed duplicative actions
21 currently pending in the Ninth Circuit Court of Appeals and in New Jersey state court. As a
22 final alternative, GM requests that this Court give plaintiffs the option of proceeding in this
23 case on the condition that plaintiffs dismiss the previous two claims and elect to proceed to
24 finality in this Court.

25
26
27 ...

28 ...

1 DATED this 11~~th~~ day of July, 2005.

2 BOWMAN AND BROOKE LLP

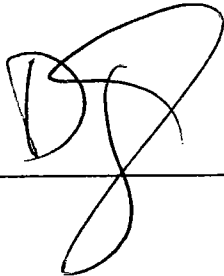
3
4 By: Thomas M. Klein
5 Thomas M. Klein
6 2901 N. Central Avenue
7 Suite 1600
8 Phoenix, Arizona 85012
9 Attorneys for Defendant
10 General Motors Corporation

11 COPY of the foregoing mailed this
12 11~~th~~ day of July, 2005

13 Michael S. Kimm, Esq.
14 190 Moore Street, Suite 272
15 Hackensack, New Jersey 07601
16 Attorney for Plaintiffs

17 Raymond R. Cusack, Esq.
18 Timothy M. Medcoff, Esq.
19 QUARLES, BRADY, STREICH & LANG
20 One South Church Avenue
21 Suite 1700
22 Phoenix, Arizona 85701
23 Attorneys for Defendant ANC Rental Corp.

24 G. Peter Spiess, Esq.
25 SPIESS & ASSOCIATES, P.C.
26 420 West Roosevelt Street
27 Phoenix, Arizona 85003
28 Attorneys for Defendant Hong-Jun Jeon



A handwritten signature, likely of G. Peter Spiess, is written over a horizontal line. The signature is stylized and appears to be 'G. Peter Spiess'.

BORAH YOUNG
CLERK OF SUPERIOR COURT OF COCONINO COUNTY, FLAGSTAFF, AZ

DATE: 07-12-2005
TIME: 14:19:08 CHECK: 3165 CASH: CREDIT: CHANGE:
RECEIPT #: S 000133555 \$141.00 \$0.00 \$0.00 \$0.00
RECEIVED OF: BOWMAN & BROOKE LLP MEMO: BOWMAN & BROOKE LLP
BY CLERK: SHEENA RACHER GM CORPORATION

CASE NUMBER	EVENT/SERVICE	AMOUNT
S -0300 -CV -0020050307	1208 PYMT: ANSWER	\$91.00
J LEE VS ANC CAR RENTAL CORP		
PARTY: GENERAL MOTORS CORP		
S -0300 -CV -0020050307	9992 FUND: SUP CT ENHANCEMENT FEE	\$50.00
J LEE VS ANC CAR RENTAL CORP		
PARTY: GENERAL MOTORS CORP		
TOTAL RECEIPT...		\$141.00

* CHECK/CHEQUE IS CONDITIONAL PAYMENT *

* PENDING RECEIPT OF FUNDS FROM BANK. *

Exhibit A to Notice of Removal

EXHIBIT A

JUL 14 2003 5 4 5 1

ARIZONA TRAFFIC ACCIDENT REPORT			REPORT ID				Agency Report Number	
1 POLICE ONLY - FORWARD COPY TO: ADOT TRAFFIC RECORDS SECTION 064R 206 S. 17th AVE., PHOENIX, ARIZONA 85007-3233			YEAR MONTH DAY 2003/06/01		HOUR 16 30		NCIC NO. 0799	
			OFFICER ID NO. 05894		2003-043607			
			Total No. of Sheets 17					
COMPLETE THE FOLLOWING SUPPLEMENT IF ANY (circle) AND ANY (diamond) ARE CHECKED								
2 Total Units 1		Total Injuries 3		Total Fatalities 1		Estimated Total Damage Compared to Limit		3 Over 4 Under
								5 Fatal 6 Hit/Run
								7 Govt. Prop. 8 Persons Transported for Immediate Medical Care? 9 Tow Away at Least One (1) Vehicle from Scene?
								10 District or Grid No 0 3 0 4
3 LOCATION								
On Highway/Road/Street 160								
Intersecting Street, Road / M.P. or R.P. At From 380.6								
State Class End DLIR SSN BOTH Driver Name Hong Jun Jeon Sex M Inj. 3								
Restrictions Date of Birth Address City State Zip Code Telephone Number (w/area Code) 01/03/80 New England School of English 36 JFK Street Cambridge MA 02138- 617-868-2647								
Plate Number State Year Owner/Carrier Name Address City State Zip Code 4XLT007 CA 03 ALAMO CAR RENTAL LAS VEGAS LAS VEGAS NV								
Body Style Make Color Year VIN Safety Device Code 4-DOOR MALIBU WHITE 03 1G1NDS2J63M519959 3								
Removed to Disabled Not Disabled Removed by CHIEF TOW TRUCK Orders of DRIVER Pushed Speed Limit 65 Otc Est Speed								
Insurance Company ALAMO CAR RENTAL Telephone Number (w/area Code) Policy Number Effective Date Expiration Date 800-407-4411 ID-FGTY6YVPR 06/20/2003								
Trailer (Other Unit) Plate No. State Year Description of Trailer or Other Unit G.V.W. (Registered) of Power Unit Greater than 10k pounds? Yes No HazMat Placard? 4-digit 1-digit Was HazMat Cargo Released? Yes No								
4 TRAFFIC UNIT NO.								
State Class End DLIR SSN BOTH Driver Name Sex Inj.								
Restrictions Date of Birth Address City State Zip Code Telephone Number (w/area Code)								
Plate Number State Year Owner/Carrier Name Address City State Zip Code								
Body Style Make Color Year VIN Safety Device Code								
Removed to Disabled Not Disabled Removed by Orders of Posted Speed Limit Otc Est Speed								
Insurance Company Telephone Number (w/area Code) Policy Number Effective Date Expiration Date								
Trailer (Other Unit) Plate No. State Year Description of Trailer or Other Unit G.V.W. (Registered) of Power Unit Greater than 10k pounds? Yes No HazMat Placard? 4-digit 1-digit Was HazMat Cargo Released? Yes No								
5 TRAFFIC UNIT NO.								
State Class End DLIR SSN BOTH Driver Name Sex Inj.								
Restrictions Date of Birth Address City State Zip Code Telephone Number (w/area Code)								
Plate Number State Year Owner/Carrier Name Address City State Zip Code								
Body Style Make Color Year VIN Safety Device Code								
Removed to Disabled Not Disabled Removed by Orders of Posted Speed Limit Otc Est Speed								
Insurance Company Telephone Number (w/area Code) Policy Number Effective Date Expiration Date								
Trailer (Other Unit) Plate No. State Year Description of Trailer or Other Unit G.V.W. (Registered) of Power Unit Greater than 10k pounds? Yes No HazMat Placard? 4-digit 1-digit Was HazMat Cargo Released? Yes No								
6 TRAFFIC UNIT NO.								
State Class End DLIR SSN BOTH Driver Name Sex Inj.								
Restrictions Date of Birth Address City State Zip Code Telephone Number (w/area Code)								
Plate Number State Year Owner/Carrier Name Address City State Zip Code								
Body Style Make Color Year VIN Safety Device Code								
Removed to Disabled Not Disabled Removed by Orders of Posted Speed Limit Otc Est Speed								
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Trailer (Other Unit) Plate No. State Year Description of Trailer or Other Unit G.V.W. (Registered) of Power Unit Greater than 10k pounds? Yes No HazMat Placard? 4-digit 1-digit Was HazMat Cargo Released? Yes No								
7 PASSENGERS								
Seating Position 10 Not in Passenger Compartment Safety Devices Injury Severity Codes								
07 04 01 11 Motorcycle, Bus 1 - None used 4 - Airbag deployed 8 - Passive & lap 1 - No injury								
08 05 02 12 Other 2 - Lap belt 5 - Child restraint 9 - Other 2 - Possible injury								
09 06 03 13 Unknown 3 - Lap & shoulder 6 - Protective helmet 0 - Unknown 3 - Non Incapacitating injury								
14 Pedalcyclist 7 - Passive belt 8 - Not Reported / Unknown								
Unit Seat No. Pos. Dev. Name Address City State Zip Code Age Sex Inj. Sev.								
1 3 3 JOON KYU JANG N.E.S.E. 36 JFK STREET CAMBRIDGE MA 02138- 24 M 3								
1 4 1 JIN AH LEE N.E.S.E. 36 JFK STREET CAMBRIDGE MA 02138- 22 F 5								
1 6 1 HONG JU EYIM N.E.S.E. 36 JFK STREET CAMBRIDGE MA 02138- 21 F 3								
8 Other Property Damage								
Owner's Name Address City State Telephone Number (w/area Code)								
Name Address City State Telephone Number Age								
PHILOMENA CLITSO PO BOX 3595 KAYENTA AZ 928-265-7414 37								
BRIAN MARTINEZ 200 S MARSHAL ST #11 CASA GRANDE AZ 520-876-4747 29								
PAULINE REED 200 S MARSHAL ST #11 CASA GRANDE AZ 520-876-4747 44								
9 Photos Taken Yes No Photographer's Name ID Number Investigation at Scene Yes No Date Investigated Time Investigated								
CI SNYDER 5894 06/01/2003 18 00								
Officer's Signature Date Completed								
GERALD JOHNSON 06/12/2003								

Exhibit A to Notice of Removal

EXHIBIT B

1 ARIZONA TRAFFIC ACCIDENT REPORT FATAL SUPPLEMENT		REPORT ID				Agency Report Number	
FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 044R ARIZONA DEPARTMENT OF TRANSPORTATION 208 S. 17TH AVE., PHOENIX, ARIZONA 85007-3233		YEAR	MONTH	DAY	HOUR	NCIC NO.	OFFICER'S ID NO.
		2003	06	01	16 30	0799	0 5894
NAME OF VICTIM Jin Ah Lee		<input type="checkbox"/> DRIVER <input type="checkbox"/> PEDESTRIAN		<input type="checkbox"/> PEDALCYCLIST <input type="checkbox"/> PASSENGER		RACE Asian	
ADDRESS New England School of English 36 JFK st		CITY Cambridge		STATE MA		MARITAL STATUS UNK.	
SEX F		WEIGHT UNKNOWN		HEIGHT UNKNOWN		DATE OF BIRTH 09/15/1980	
OCCUPATION Student		VICTIM REMOVED TO Coconino County Medical Examiner's office					
VICTIM REMOVED BY Norvel Owens Mortuary		DESCRIPTION OF CLOTHING RED SWEATSHIRT, PINK BRA, TAN SHORTS, PINK UNDERSHORTS AND BROWN LEATHER BELT					
DESCRIPTION OF PROPERTY SILVER COLORED RING		DESCRIPTION OF PROPERTY (CONT)					
PROPERTY IN POSSESSION OF: NAME MEDICAL EXAMINER-M. Iliescu		ADDRESS 2500 N. Fort Valley Rd.		CITY Flagstaff		STATE AZ	
NEXT OF KIN: NAME Sang Chum Lee		ADDRESS South Korea		CITY		STATE	
NOTIFIED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		BY Consulate		DATE 06/02/2003		TIME 16 30	
MEDICAL EXAMINER M. Iliescu		RACE Asian					
NAME OF DRIVER Hong Jun Jeon		MARITAL STATUS Single					
OCCUPATION Student							
COMMENTS: Flagstaff Police Department made follow up for me at Flagstaff Medical Center. The victims were already transported to Medical centers when I arrived at the accident scene. Kayenta Police Department was called and their Officers were on scene first.							
5 POLICE CALLED 16 30		POLICE ARRIVED 16 39		AMBULANCE CALLED 16 30		AMBULANCE ARRIVED 16 42	
AMBULANCE DEPARTED 18 36							
6 MARK DAMAGED AREA(S) OF VICTIM'S VEHICLE		7 RESTRAINT FAILURE / IMPROPER RESTRAINT USAGE				8 SUPPLEMENTAL DATA	
<p> <input checked="" type="checkbox"/> TOP <input checked="" type="checkbox"/> UNDERCARRIAGE <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN </p>		<p>ENTER SEAT POSITION 1 3 4 6</p> <p>NONE FAILED <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p> <p>LAP FAILED <input type="checkbox"/></p> <p>SHOULDER FAILED <input type="checkbox"/></p> <p>BOTH FAILED <input type="checkbox"/></p> <p>CHILD RESTRAINT <input type="checkbox"/></p> <p>AIR BAG NOT DEPLOYED <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p> <p>PASSIVE SYSTEM <input type="checkbox"/></p> <p>UNKNOWN <input type="checkbox"/></p> <p>RESTRAINT PROPERLY USED <input type="checkbox"/></p> <p>CHILD RESTRAINT <input type="checkbox"/></p> <p>PASSIVE & LAP <input type="checkbox"/></p> <p>SHOULDER HARNESS <input type="checkbox"/></p>				<p>CHECK ONE IN EACH CATEGORY</p> <p>ACCIDENT FIRST REPORT BY</p> <p><input type="checkbox"/> PERSONS INVOLVED</p> <p><input checked="" type="checkbox"/> PASSING MOTORIST</p> <p><input type="checkbox"/> POLICE</p> <p><input type="checkbox"/> RESIDENT BYSTANDER</p> <p><input type="checkbox"/> OTHER</p> <p>VICTIM EJECTED</p> <p><input type="checkbox"/> NOT EJECTED</p> <p><input checked="" type="checkbox"/> COMPLETE</p> <p><input type="checkbox"/> PARTIAL</p> <p><input type="checkbox"/> UNKNOWN</p> <p>VICTIM EXTRICATION</p> <p><input checked="" type="checkbox"/> NOT REQUIRED</p> <p><input type="checkbox"/> BY AMBULANCE ATTENDANT</p> <p><input type="checkbox"/> BY POLICE</p> <p><input type="checkbox"/> BY FIRE DEPARTMENT</p> <p><input type="checkbox"/> BY PASSERBY</p> <p><input type="checkbox"/> OTHER</p> <p>ACCIDENT LOCALE</p> <p><input type="checkbox"/> URBAN</p> <p><input checked="" type="checkbox"/> RURAL</p> <p><input type="checkbox"/> UNKNOWN</p> <p>TERRAIN TYPE</p> <p><input checked="" type="checkbox"/> LEVEL</p> <p><input type="checkbox"/> HILLY</p> <p><input type="checkbox"/> MOUNTAINOUS</p> <p>DRUG SCREEN TAKEN</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> UNKNOWN</p> <p>DRIVER FAMILIAR WITH LOCALE</p> <p><input type="checkbox"/> YES</p> <p><input checked="" type="checkbox"/> NO</p> <p><input type="checkbox"/> UNKNOWN</p> <p>ROAD ALIGNMENT</p> <p><input checked="" type="checkbox"/> STRAIGHT ROAD</p> <p><input type="checkbox"/> CURVED</p> <p><input type="checkbox"/> UNKNOWN</p> <p>VEHICLE TRANSMISSION</p> <p><input checked="" type="checkbox"/> AUTOMATIC</p> <p><input type="checkbox"/> MANUAL</p> <p><input type="checkbox"/> UNKNOWN</p> <p>COMPLIANCE WITH DRIVER LICENSE RESTRICTIONS</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> UNKNOWN</p> <p>BLOOD ALCOHOL CONTENT</p> <p>TEST TAKEN</p> <p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> UNKNOWN</p>	
9 OFFICER SIGNATURE AND ID NUMBER		ID NUMBER 5894				DATE 06/12/2003	

Exhibit A to Notice of Removal

SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 664R ARIZONA DEPARTMENT OF TRANSPORTATION 605 17 th AVENUE, PHOENIX, ARIZONA 85007-3231	YEAR MONTH DAY	HOUR	NCIC	OFFICER'S ID No.	AGENCY REPORT NUMBER
	030601	1630	0799	5894	2003-043607
ACCIDENT DESCRIPTION (NARRATIVE)					

Synopsis:

This is a one vehicle fatal collision that occurred on June 01, 2003, at approximately 1630 hours on US-160, at milepost 380.6, twelve miles west of Kayenta, Arizona.

Initial Observation

Upon arrival at the scene, I observed a white Chevy four door sedan-(Vehicle-1), at it's final rest on the south side of the eastbound lane. The white sedan was on it's top. The occupants in the vehicle were already transported to the hospital. There were two Kayenta Police Officers at the location controlling traffic and one Criminal investigator taking pictures.

Environmental And Road Factors

US-160 highway is a designated west and east bound lanes, constructed of asphalt. The roadway in the area of collision travels geographically east and west. The traffic lanes are separated by yellow broken painted centerline. The roadway is constructed of asphalt and was free of debris or obvious defects at the time of the collision. The lighting conditions at the time of the investigation were those of sunny, bright lighting and heavy traffic.

Traffic Unit Information

Traffic unit one is a Chevy Malibu, passenger sedan vehicle, bearing California license of 4XLT007 and vehicle identification number of 1G1ND52J63M519959. The vehicle is registered to Alamo car rental, of Las Vegas. Traffic unit one sustained damages as following: to the top of cab, whole right/left side, the entire front end and the trunk.

Driver/Passenger's Statement

The driver stated they were coming from Monument Valley park and going to Grand Canyon when they got into an accident. He stated he was following a slow vehicle and started to pass, when he saw another vehicle on coming, he braked and tried to go in between two vehicles following each other, jerked the vehicle and lost control. He gestured with both hands, which way the vehicle started to skid, to the left, off the eastbound lane. The driver said he was traveling at approximately 65 miles per hour when he lost control of the vehicle. The driver stated the two passengers in the back were not wearing seatbelts at the time of the accident.

The front passenger stated they were passing another vehicle when the driver braked and lost control of the vehicle, sliding off the eastbound lane and rolling. The passenger stated the two females in the back

Officer Name	ID No.	Supervisor Name	Date
Gerald Johnson	5894		Page 1 of 3

Exhibit A to Notice of Removal

SUPPLEMENT FORWARD COPY TO ALLIANCE WITHIN ANALYSIS UNIT 0408 ARIZONA DEPARTMENT OF TRANSPORTATION 206 N. 17 th AVE., PHOENIX, ARIZONA 85007-1211	YEAR MONTH DAY	INOUR	NCIC	OFFICER'S ID No.	AGENCY REPORT NUMBER
	030601	1630	0799	5894	2003-043607
ACCIDENT DESCRIPTION (NARRATIVE)					

seat were not wearing seatbelts when they got into the accident.

Injury Information

The driver sustained bruises and scratches in the facial area, arms and leg area. He was treated and released. The front passenger sustained bruises and scratches in the facial, arms and leg area. He was treated and released. The second passenger that was ejected, sustained head injuries, bruises and scratches, was transported to Flagstaff Medical center for further observation and released. The first ejected passenger sustained massive trauma and died at Flagstaff Medical center. Time of death was 1940 hours, she was pronounced by Craig Knoll, MD. Coconino County Office of Medical Examiner, Medical Examiner, M. Iliescu responded to the hospital.

Witness Information

There were three witnesses that wrote statements, attached to the report. Witness #1 stated they were traveling eastbound, when they saw the white car and slowed down. The white sedan fish tailed on the eastbound lane and went off the eastbound lane, rolled four times, ejecting two occupants from the white sedan. Witness #2 and #3 stated they were westbound and saw in their rear view mirror, a white sedan passing vehicles, when the white sedan went off the roadway and rolled, creating a cloud of dust. They also saw the vehicle that was being passed park behind, then drove off.

Kayenta at Police Officers/Kayenta Criminal Investigator

I arrived at the scene and Kayenta Police Officers, G. Tso, and J. White were already processing the scene. The victims were already transported to Kayenta Medical center and Flagstaff Medical center. The Officers had interviewed the witnesses and had statements from them. The Kayenta Criminal Investigator, Kirk Snyder had taken pictures of the whole scene. There supplement are not complete at this time and the pictures are not processed, they are pending.

Investigation

Investigation revealed that Traffic unit number one was traveling westbound, on the eastbound lane. Traffic unit number one braked and skidded counter clock wise, indicated by skid marks. Traffic unit number one then skidded sideways off the roadway into the dirt. Traffic unit number one started to roll as the right side tires skidded into the soft dirt. Traffic unit number one continued to roll at least three and half times, ejecting two occupants in the process. Traffic unit number one came to rest on it's top cab, upside down. Investigation was based on roadway marks, dirt marks, gouges, debris, vehicle damage, driver's statement, passenger's statements, witness statements and Kayenta Police Officers

Officer Name	ID No.	Supervisor Name	Date
Gerald Johnson	5894		Page 2 of 3

Exhibit A to Notice of Removal

SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT (64R) ARIZONA DEPARTMENT OF TRANSPORTATION 204 N. 17 th AVENUE, PHOENIX, ARIZONA 85007-3213	YEAR MONTH DAY	HOUR	NCIC	OFFICER'S ID NO.	AGENCY REPORT NUMBER
	030601	1630	0799	5894	2003-043607
ACCIDENT DESCRIPTION (NARRATIVE)					

statements.

Officer Name	ID No.	Supervisor Name	Date
Gerald Johnson	5894		Page 3 of 3

DPS 802-04064 12/89

009

NAVAJO DIVISION OF PUBLIC SAFETY
WITNESS STATEMENT

DL
ee#: 2003-043607

Date: 6/01/03 Page No: _____

Name: Philomena Clitso D.O.B: 10-15-65 SS#: 527-15-2485
P.O. Box 3595 Kayenta, AZ 86033
 Address: 1/2 mile W. of LDS. Census: 306,300 Age: 37
 Cell #: _____
 Phone: Home: 928-265-7414 Work: _____ Race: _____ Sex: Female

STATEMENT OF:

Philomena Clitso and Lynn Vazzie. We were headed east on our way to Kayenta. We saw a white car on the east bound lane passing four vehicles but we were on the east bound lane. We slowed down the pull off to the side. At this time the white car started to swirl or fish tail back and forth finally leaving the roadway. Then hit noise first on front driver side. From here the car went in the air falling twice in the air. This is where the first female was ejected from the car. then rolled again about 4 more times on the last the second female was ejected from the car. We got out of the car to see if everyone was okay. This is when the front passenger male was exiting the car, then about 2 minutes later we helped the driver of the car out of the car.

Philomena Clitso
 Signature:
Lynn Vazzie
Passenger

Exhibit A to Notice of Removal

2nd female ejected on last time the car rolled

passenger male climbed out first

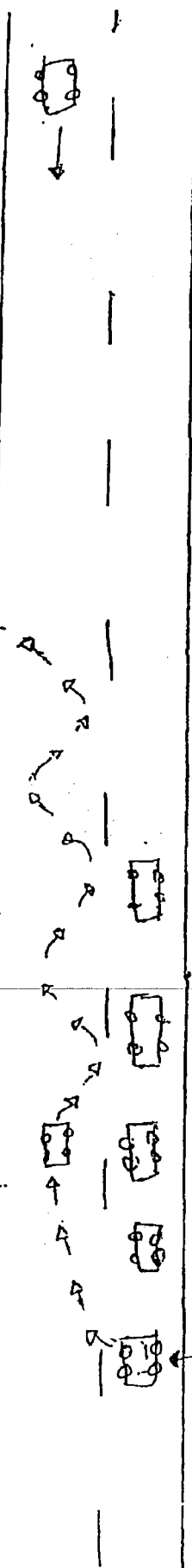
1st female ejected

car rolled exit about 2 mins. after

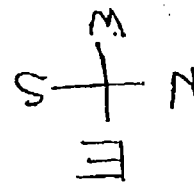
car nose in to the ground and started to roll

Approx: 5 to 6 Times towards Driver side.

car also Roll 2x's in the air when first female was ejected.



approx time was 5:20 pm



DR#2003-043607

NAVAJO DIVISION OF PUBLIC SAFETY
WITNESS STATEMENT

CC#: _____ Date: _____ Page No: _____

Name: _____ D.O.B: _____ SS#: _____

Address: _____ Census: _____ Age: _____

Phone: Home: _____ Work: _____ Race: _____ Sex: _____

STATEMENT OF:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the paper.

Signature: _____

Mark Sanford Credit - Five / Spent
928-668-2328

NAVAJO DIVISION OF PUBLIC SAFETY
WITNESS STATEMENT

DE
EC#: 2003-043001

Date: 6-1-03 Page No: _____

Name: BRIDA MARTINEZ D.O.B: 2/5/74 SS#: 528-08-3587

Address: 700 S. Marshall ST #111 Census: _____ Age: 29
Casa Grande AZ 85222

Phone: Home (520) 876 4747 Work: _____ Race: American Indian Sex: Male

STATEMENT OF:

I passed a Red Ford F150 heading SN
Rear View Mirror saw the white car passing
the Red Ford & a dark green SUV. the white car
was just on the side of the dark green SUV
when it tried to pass the Red Ford. the white
car swerved to miss the SUV when it started
to fish tail then I looked back and saw
a cloud of dust I pulled over to the
side of the road and started to watch from
my Rear view mirror. the dark green SUV
pulled over behind me. I sat there watching
for a few minutes when the dark green SUV
came around us and started to leave so I told
my mother to get the license plate #
it was AR DUB A-7014 so we then turned
around so we could give out info

BRIDA MARTINEZ
Signature: _____

Exhibit A to Notice of Removal

ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID			NCIC NO.		OFFICER'S ID NO.		Agency Report Number
SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 084R ARIZONA DEPARTMENT OF TRANSPORTATION 208 S. 17th AVE., PHOENIX, ARIZONA 85007-3233		YEAR	MONTH	DAY	HOUR				
		03	06	01	16	30	07	99	05894
2003-043607									
<div>MP-380.6</div> <div>ACCIDENT DESCRIPTION (Narrative)</div>									
<div> </div>									
<div>A2</div>									

† • 01-2707 2/92

Exhibit A to Notice of Removal

ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID			NCIC NO.		OFFICERS ID NO.		Agency Report Number
SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 064R ARIZONA DEPARTMENT OF TRANSPORTATION 206 S. 17th AVE., PHOENIX, ARIZONA 85007-3233		YEAR	MONTH	DAY	HOUR				
		03	06	01	16	30	07	99	05894
2003-043607									
ACCIDENT DESCRIPTION (Narrative)									
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>B2</p> <p>D</p> <p>E</p> <p>F</p> <p>E5</p> <p>C3</p> </div> <div style="width: 50%; text-align: center;"> </div> </div>									

Exhibit A to Notice of Removal

ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID			OFFICER ID NO.		Agency Report Number
SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 064R ARIZONA DEPARTMENT OF TRANSPORTATION 206 S. 17th AVE., PHOENIX, ARIZONA 85007-3233		YEAR	MONTH	DAY	HOUR	NOIC NO.	OFFICER ID NO.
		03	06	01	16	07	9905894
2003-043607							
ACCIDENT DESCRIPTION (Narrative)							
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>23</p> </div> <div style="width: 45%; text-align: center;"> <p>↓</p> <p>EASTBOUND</p> <p>↑</p> <p>WESTBOUND</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 200px;"> <div style="width: 45%;"> <p>Fb</p> </div> <div style="width: 45%;"> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">SHOULDER</p> </div> </div>							

Exhibit A to Notice of Removal

ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID			NCC NO		OFFICER ID NO		Agency Report Number
SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 084R ARIZONA DEPARTMENT OF TRANSPORTATION 208 S. 17th AVE., PHOENIX, ARIZONA 85007-3233		YEAR	MONTH	DAY	HOUR				
		03	06	04	1630	07	99	05	894
ACCIDENT DESCRIPTION (Narrative)									
<div><div>F6</div><div><div>K</div><div>L</div><div>M</div></div><div><div>↑</div></div></div>									
<div>G7</div>									

Exhibit A to Notice of Removal

ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID		MCIC NO		OFFICER'S ID NO		Agency Report Number												
SUPPLEMENT		YEAR MONTH DAY		HOUR																
FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 064R ARIZONA DEPARTMENT OF TRANSPORTATION 206 S. 17TH AVE., PHOENIX, ARIZONA 85007-3233		0	3	0	6	0	1	1	6	3	0	0	7	9	9	0	5	8	9	4
		2003-043627																		
ACCIDENT DESCRIPTION (Narrative)																				
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Exhibit A to Notice of Removal

ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID			OFFICER'S ID NO.		Agency Report Number	
SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 064R ARIZONA DEPARTMENT OF TRANSPORTATION 208 S. 17TH AVE., PHOENIX, ARIZONA 85007-3233		YEAR	MONTH	DAY	HOUR	NCIC NO.		
		03	06	01	16	30	079905894	2003-043607

ACCIDENT DESCRIPTION
(Narrative)N
↓

D4 —

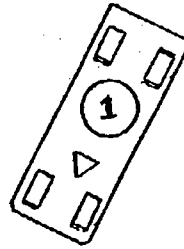


Exhibit A to Notice of Removal

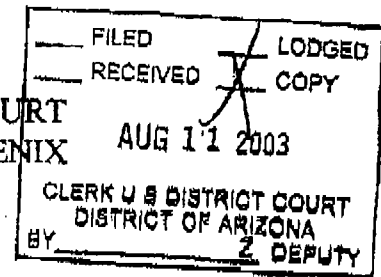
ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID			NGIC NO.		OFFICER ID NO.		Agency Report Number
SUPPLEMENT FORWARD COPY TO ACCIDENT RECORDS ANALYSIS UNIT 064R ARIZONA DEPARTMENT OF TRANSPORTATION 206 S. 17th AVE., PHOENIX, ARIZONA 85007-3233		YEAR	MONTH	DAY	HOUR				
		0	3	0	6	0	1	7	6
		3	0	0	7	9	9	0	5
		8	9	4					
2003-043607									
ACCIDENT DESCRIPTION (Narrative)									
<p>N</p> <p>↘</p> <p>= OPEN FIELD</p> <p>ES</p>									

Exhibit A to Notice of Removal

EXHIBIT C

AUG 19 2003 15:11 FR CO LEGAL AFFAIRS 212 418 6123 TL 013136657572 P.04/29

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA - PHOENIX



MICHAEL S. KIMM, ESQ. (MK-4476)
190 MOORE STREET, SUITE 272
HACKENSACK, NEW JERSEY 07601
TEL: (201) 342-3377
Attorney for Plaintiffs

-----X
JIN AH LEE, decedent, by her estate :
representative, JUNGIL LEE, :
SANG CHUL LEE, decedent's father, :
and DUKSON LEE, decedent's mother, :
:
Plaintiffs, :
:
v. :
:
ANC CAR RENTAL CORP., :
GENERAL MOTORS CORP., :
and HONG-JUN JEON, :
:
Defendants. :
-----X

03 Civ. _____

Civil Action

Complaint with Jury Demand

Preliminary

Plaintiff Jin Ah Lee, decedent, by her authorized estate representative, Jungil Lee, plaintiff Sang-Chul Lee and plaintiff Dukson Lee, by their authorized legal representative Jungil Lee, for their complaint against defendants ANC Rental Corporation, General Motors Corporation, and Hong-Jun Jeon, allege:

AUG 19 2003 15:11 FR LEGAL AFFAIRS 212 418 6123 TEL 3136657572 P.05/29

The Parties

1. Plaintiff-decedent, Jin Ah Lee, was a natural person, age 22, who died in the accident relevant to this lawsuit on June 1, 2003, at Flagstaff, Arizona. Plaintiff Jin Ah Lee maintained a permanent residence at Kaepo Woosung 4 th Apartment No. 8-407, Dokok-dong, Kangnam-ku, Seoul, Republic of Korea, and maintained a local address at 36 Kennedy Blvd., Cambridge, MA, while studying in the United States before her death.

2. Plaintiffs Sang-Chul Lee, plaintiff Jin Ah Lee's father, and Dukson Lee, plaintiff Jin Ah Lee's mother, are aliens, who reside at Kaepo Woosung 4th Apartment No. 8-407, Dokok-dong, Kangnam-ku, Seoul, Republic of Korea. These plaintiffs sue in their own names in connection with the untimely death and loss of their daughter, including support, companionship, society, wrongful death and survivorship rights.

3. Defendant ANC Rental Corporation (acronym for "Alamo/National Car") ("Alamo"), a publicly-traded entity organized in November 1999, is the parent company of Alamo Rent a Car, National Car Rental, and Alamo Local Market, engaged in the rental car business in approximately 60 countries around the world. Its principal offices located at 200 South Andrews Avenue, Fort Lauderdale, FL 33301. At all relevant times Alamo was the owner and renter of a certain 2003

AUG 19 2003 15:11 FR MCD LEGAL AFFAIRS 212 418 6123 13136657572 P.06/29

Chevrolet Malibu automobile which caused plaintiff's death. Defendant Alamo is believed to be authorized to conduct regular business in the State of Arizona and in this district.

4. Defendant General Motors Corporation ("GM") is believed to be an entity organized under laws of the State of Michigan, and has its worldwide corporate headquarters and principal offices at 767 Fifth Avenue, New York, New York. At all relevant times GM was the designer and manufacturer of the 2003 Year model Chevrolet Malibu automobile which caused plaintiff's death. Defendant GM is believed to be authorized to conduct regular business in the State of Arizona and in this district.

5. Defendant Hong-Jun Jeon ("Jeon") is an alien, a national of the Republic of Korea, having his local address at 400 Mass Avenue #34, Boston, MA 02115, and his permanent address at Kangwondo kangnuen-shi kyoi-dong, Darim Apartments 1803, Republic of Korea. Defendant Jeon drove the 2003 Chevy Malibu relevant to this lawsuit and contributed to the death of plaintiff Jin Ah Lee.

Jurisdiction and Venue

6. This Court has jurisdiction under 28 U.S.C. § 1332(a)(2) based on the parties' diverse citizenship, as the amount in controversy exceeds the sum of \$75,000.00 excluding costs and interest. Venue is proper under 28 U.S.C. §

AUG 19 2003 15:12 FR CO LEGAL AFFAIRS 212 418 6123 1 13136657572 P.07/29

1391(a)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district.

Common Allegations

7. Upon information and belief, in May 2003, defendant Jeon, an alien who possessed an "international driver's license," issued by the Republic of Korea, having relatively little driving experience in the United States, rented a certain 2003 Chevrolet Malibu, four-door automobile (the "Malibu"), bearing California license plates 4LXT007, from defendant Alamo, at one of its rental locations in Las Vegas, Nevada, and drove with three passengers through the State of Arizona and elsewhere.

8. Among the four occupants of the Malibu were the driver and plaintiff Jin Ah Lee and two of their friends. Plaintiff Jin Ah Lee and a second female occupant were seated in the rear of the car, while defendant Jeon, as the driver, was accompanied by another male in the front seats.

9. Upon information and belief, while defendant Jeon was driving through Flagstaff, Arizona, on a single-lane, two-way, level desert highway, heading westbound, defendant Jeon attempted to pass a slow-moving vehicle through the east-bound lane, in a permitted "passing" zone.

10. Upon information and belief, defendant Jeon crossed into the on-coming lane and attempted to outpace the "slower" car in the westbound lane, but was unable

AUG 19 2003 15:12 FR JCO LEGAL AFFAIRS 212 418 6123 13136657572 P.08/29

to do so before he saw an oncoming car. As oncoming traffic became visible, defendant Jeon attempted to slow down and maneuver the Malibu back to the westbound lane, but the Malibu lost stability, "fishtailed" out of control, and left the road surface, off the shoulder, into the unpaved dirt.

11. Upon information and belief, the Malibu failed to brake properly due to weak or small brake pads, lack of anti-lock braking system (ABS), the wheels and body vibrated extensively, bounced up and down, and the frame and body became unstable.

12. Upon information and belief, as the Malibu left the road surface and traveled in the dirt, it rolled over and sustained extensive structural damage, including the collapse of its roof, the disintegration of its frame, and the destruction of all windows and windshields.

13. During the rollover, plaintiff Jin Ah Lee was unsafely ejected out of the passenger compartment of the vehicle. Plaintiff Jin Ah Lee suffered serious physical injuries to various parts of her body.

14. Upon information and belief, the accident was observed by, among others, a physician who was traveling through the area at the time, and the physician provided emergency assistance. The police and ambulance were summoned immediately, and plaintiff Jin Ah Lee was transported by air to a hospital.

AUG 19 2003 15:12 FR L MCD LEGAL AFFAIRS 212 418 6123 TL 913136657572 P.09/29

15. As doctors at Flagstaff Medical Center provided emergency care, plaintiff Jin Ah Lee died from "multiple blunt-trauma injuries" sustained in the accident. She suffered extensive pain between the time of the accident and the time of her death, several hours later.

16. Upon information and belief, the Malibu was towed to Chief's Towing in Flagstaff, Arizona, and subsequently removed by defendant Alamo to Albuquerque, New Mexico, to a facility under its exclusive control. Defendant Alamo has been requested to preserve the car.

More Particular Allegations and Claims for Relief

17. Plaintiff Jin Ah Lee's untimely death was believed to be caused by a combination of some or all of the following causes of action.

Count 1: Improper testing by GM

18. Paragraphs 1 through 17 are incorporated by reference.

19. Although GM routinely conducts dynamic rollover tests at its European operations, within the United States, GM has failed to conduct any dynamic rollover tests using anthropomorphic test-dummies, on the Malibu, among other car models, for decades now.

20. Defendant GM's failure to conduct dynamic rollover tests in the United States is part of its overall business strategy to cut costs by its management, despite

AUG 19 2003 15:12 FR L. CO LEGAL AFFAIRS 212 418 6123 TL 313135657572 P.10/29

its knowledge that dynamic rollover tests, as GM itself conducts at its European operations, are an effective means of gauging vehicle safety and improving vehicle and occupant safety.

21. Defendant GM's failure to implement adequate dynamic rollover tests concerning hundreds of thousands of cars made and sold in the United States generally, and of the Malibu, in particular, contributed to accident and to plaintiff Jin Ah Lee's death.

22. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

23. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 2: Improper design by GM

24. Paragraphs 1 through 17 are incorporated by reference.

25. Despite the fact defendant GM promotes the Malibu as having a "steel cage" construction to protect the passenger cabin, in fact, the subject Malibu's passenger cabin failed to maintain the "survival space," also known as the "non-encroachment zone," necessary for plaintiff to have survived the relevant accident.

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26. Upon information and belief, defendant GM knew or should have known that the Malibu's "non-encroachment zone" was of inferior quality, design, and strength. The Malibu's roof structure and the extent of deformation and crushing into the "non-encroachment zone" was needlessly more severe and extensive due to the inherent weaknesses in the roof structure. A primary reason for utilizing the weak "survival space" was part of defendant GM's overall "cost cutting" business practice.

27. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

28. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 3: Improper manufacturing by GM

29. Paragraphs 1 through 17 are incorporated by reference.

30. Defendant GM failed to implement appropriate welding of separate components together, in the frame and structure of the Malibu, so as to minimize roof crush.

31. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

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32. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the potential risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 4: Improper design/manufacturing by GM

33. Paragraphs 1 through 17 are incorporated by reference.

34. Upon information and belief, the side windows and the rear windshield were glazed or attached inappropriately, inadequately and/or defectively. Defendant GM improperly designed and/or manufactured the Malibu in such a way as to allow the windows and windshields to separate from the body relatively easily, and thereby placed human life in unnecessary danger.

35. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

36. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 5: Improper design/manufacturing by GM

37. Paragraphs 1 through 17 are incorporated by reference.

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38. Upon information and belief, the Malibu's braking system was designed or manufactured inappropriately, inadequately and/or defectively. Defendant GM knew or should have known that the car did not have safe-braking capability, due to relatively small brake-pad size, due to the lack of ABS, and due to other factors; and that the Malibu was not adequately controllable, particularly at highway speeds.

39. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

40. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the potential risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 6: Failure to give adequate warnings by GM

41. Paragraphs 1 through 17 are incorporated by reference.

42. Defendant GM failed to give adequate warning to the public about the dangers associated with, and relating to, the Malibu, each of the foregoing safety/design/manufacturing factors, and to other factors.

43. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

44. Because defendant GM committed its actions or omissions knowingly,

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intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 7: Acquisition, use or rental of unsafe vehicles by Alamo

45. Paragraphs 1 through 44 are incorporated by reference.

46. Upon information and belief, defendant Alamo, one of the largest car renters in the world, purchases and acquired a substantial number of Malibu cars from defendant GM.

47. Upon information and belief, defendant Alamo knew one or more of the facts alleged in plaintiffs' claims against defendant GM, concerning the Malibu's testing, design, manufacture, and safety, but nevertheless acquired a substantial number of such cars, and promoted and rented them to the public, and thereby unnecessarily increased the likelihood of serious injury or death to persons riding in its cars, including plaintiff Jin Ah Lee.

48. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

49. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject

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to punitive damages.

Count 8: Wrongful rental by Alamo

50. Paragraphs 1 through 44 are incorporated by reference.

51. Upon information and belief, defendant Alamo rented the car to defendant Jeon despite his failure to produce adequate documentation; despite his lack of driving experience; and/or despite his inappropriate age. Upon information and belief, defendant Jeon was not qualified under defendant Alamo's own rental guidelines.

52. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

53. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 9: Failure to warn by Alamo

54. Paragraphs 1 through 44 are incorporated by reference.

55. At the time defendant Alamo rented the Malibu to defendant Jeon, Alamo knew or should have known that the car did not have ABS braking capability, and/or otherwise did not have adequate controllability, on the highway and elsewhere.

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56. At all relevant times, upon information and belief, at the time of making the rental contract, defendant Alamo failed to warn defendant Jeon, plaintiff Jin Ah Lee and the other passengers of the Malibu that the car did not have certain safety devices, including ABS braking capability.

57. Upon information and belief, defendant Alamo failed to warn of other safety measures and thereby contributed to plaintiff Jin Ah Lee's injuries and death.

58. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

59. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 10: Entrustment of dangerous instrumentality by Alamo

60. Paragraphs 1 through 44 are incorporated by reference.

61. Upon information and belief, defendant Alamo wrongfully entrusted a dangerous instrumentality, the Malibu, to defendant Jeon, and contributed to the unnecessary death of plaintiff Jin Ah Lee.

62. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

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63. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 11: Contract insurer of Jeon

64. Paragraphs 1 through 44 are incorporated by reference.

65. At all relevant times, Alamo or another insurance carrier underwrote a certain liability insurance policy affecting the rental/car in issue.

66. Such carrier is liable to the same extent as defendant Jeon's liability, discussed below.

67. Despite repeated demands for policy claim information and payment, defendant Alamo has failed and refused to pay on such policy and has failed to even provide basic policy information.

68. Defendant Alamo is liable for such policy value.

69. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of its obligations as an insurance company, defendant Alamo should be subject to punitive damages for bad faith insurance practices.

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Count 12: Negligent driving by Jeon

70. Paragraphs 1 through 63 are incorporated by reference.

71. Upon information and belief, defendant Jeon, unaware that he was driving a car with various testing/design/manufacturing and safety problems, was negligent in his operation of the subject Malibu. Defendant Jeon's actions and omissions contributed to the other defendants' actions and omissions.

72. As a direct and proximate result of defendant Jeon's actions, plaintiffs have sustained injuries.

WHEREFORE, plaintiffs demand:

A. appropriate compensatory damages in a sum exceeding \$20 million, for pain and suffering, loss of income, loss of society and survivorship rights, and wrongful death, to the parents of Jin Ah Lee on behalf of Jin Ah Lee and themselves, against all defendants, individually and jointly and severally; and

B. appropriate punitive damages in a sum exceeding \$20 million, against defendants Alamo and GM, individually and jointly and severally; and

C. appropriate costs and attorney's fees; and

D. any other relief the Court deems just and proper under the circumstances.

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Jury Demand

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiff hereby requests a trial by jury.

Dated: August 8, 2003



Michael S. Kimm
Attorney for plaintiffs

Exhibit A to Notice of Removal

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA – PHOENIX

-----X
JIN AH LEE, decedent, by her estate :
representative, JUNGIL LEE, :
SANG CHUL LEE, decedent's father, :
and DUKSON LEE, decedent's mother, :

Plaintiffs, :

v. :

ANC CAR RENTAL CORP., :
GENERAL MOTORS CORP., :
and HONG-JUN JEON, :

Defendants. :
-----X

CV-03-1532-PCT-JAT

Civil Action

**PLAINTIFF'S MEMORANDUM OF LAW
IN RESPONSE TO THE COURT'S
SUA SPONTE ORDER TO SHOW CAUSE
FOR POSSIBLE DISMISSAL FOR LACK
OF SUBJECT-MATTER JURISDICTION**

MICHAEL S. KIMM, ESQ. (PRO HAC VICE)
190 MOORE STREET, SUITE 272
HACKENSACK, NEW JERSEY 07601
TEL: (201) 342-3377
Attorney for Plaintiffs

Dated: June 10, 2004

PRELIMINARY STATEMENT

Plaintiffs respectfully submit this memorandum of law in response to the Court's sua sponte Order to show cause, served in the form of minute entry, dated June 2, 2004, directing plaintiff to show the propriety of retaining subject-matter jurisdiction over this action.

PERTINENT FACTS

This action seeks damages for plaintiff Jin Ah Lee's death and related damages stemming from an auto/negligence which occurred in late May 2003.

Plaintiff Jin Ah Lee, deceased, sues through her estate representative Jungil Lee, who is a citizen and domiciliary of the United States. Compl. ¶ 1.

Plaintiffs SANG CHUL LEE, decedent's father, and DUKSON LEE, decedent's mother, are citizens and domiciliaries of the Republic of Korea. Id. ¶ 2.

Defendant ANC Rental Corporation (ANC), the company that rented the car which is the subject of the underlying car accident, has its principal offices located at 200 South Andrews Avenue, Fort Lauderdale, FL 33301. Id. ¶ 3.

Defendant General Motors Corporation ("GM") is an entity organized under laws of the State of Michigan with its principal headquarters at New York. Id. ¶ 4.

Defendant Hong-Jun Jeon ("Jeon") is an alien, a national of the Republic of Korea, having his local address at 400 Mass Avenue #34, Boston, MA 02115, and his

Exhibit A to Notice of Removal

permanent address at Kangwondo kangnuen-shi kyoi-dong, Darim Apartments 1803,
Republic of Korea. Id. ¶ 5.

ARGUMENT

I

BECAUSE ALIENAGE JURISDICTION EXISTS, THE ACTION SHOULD NOT BE DISMISSED FROM THE DISTRICT OF ARIZONA

Lower federal courts are courts of limited jurisdiction, and are empowered to hear only cases authorized by statute or the United States Constitution. Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 377 (1994).

Article 3, section 2 of the United States Constitution provides:

The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority; —to all Cases affecting Ambassadors, other public Ministers and Consuls; —to all Cases of admiralty and maritime jurisdiction; —to Controversies between two or more States;—between a State and Citizens of another State;—between Citizens of different States;—between Citizens of the Same state claiming lands under Grants of different States; and between a State, or the Citizens thereof, and foreign States, Citizens of Subjects.

The alienage jurisdiction statute, 28 U.S.C. § 1332(a)(2) provides as follows:

(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—

* * *

(2) citizens of a State and citizens or subjects of a foreign state; and

For a suit initially filed in federal court, as was the case here, the existence or non-existence jurisdiction is determined by reference to the facts as of the time the complaint was filed. Freeport-McMoran, Inc. v. K N Energy, Inc., 498 U.S. 426, 428 (1991).

The leading case law from the Ninth Circuit governing alienage-jurisdiction appear to be Transure v. Marsh and McLennan, 766 F.2d 1297 (9th Cir. 1985); Faysound Ltd. v. United Coconut Chems., 878 F.2d 290 (9th Cir. 1989); Mutuelles Unies v. Kroll & Linstrom, 957 F.2d 707 (9th Cir. 1992). Transure discusses that the existence of aliens on both sides does not defeat subject-matter jurisdiction so long as the aliens are among other parties to the action having subject-matter jurisdiction. Faysound Ltd. v. United Coconut Chems provides a similar holding. Mutuelles discusses how dual citizenship should be treated under the alienage jurisdiction statute.

The Supreme Court's most recent construction of the alienage-jurisdiction statute is JP Morgan Chase Bank v. Traffic Stream (BVI) Infrastructure, Ltd., 536 U.S. 88 (2002). The Supreme Court held that, to invoke alienage jurisdiction, an alien must be a citizen or subject of some foreign country. Id. at 98-99. Alienage

jurisdiction exists in all suits between a United States citizen and a foreign state or one of its citizens. In multi-party cases, there is a further requirement of complete diversity as between all of the plaintiffs and all of the defendants. Mutuelles Unies, 957 F.2d at 711. That requirement has clearly been satisfied.

The Treaty of Friendship, Commerce and Navigation between the United States and Korea is relevant. For convenience of the Court and the parties, a courtesy copy is annexed hereto. Article V shows that:

1. Nationals and companies of either Party shall be accorded national treatment and most-favored nation treatment with respect to access to the courts of justice . . . within the territories of the other Party, in all degrees of jurisdiction. [Emphasis added.]

As the Supreme Court discusses extensively in JP Morgan Chase, the federal courts retained alienage jurisdiction so as to implement such treaty obligations in the sphere of international relations. “The penchant of the state courts to disrupt international relations and discourage foreign investment led directly to the alienage jurisdiction provided by Article III of the Constitution.” Id. at 100.

Although this case has multiple plaintiffs and multiple defendants, the analysis is essentially the same. Indeed, Transure discusses that the existence of aliens on both sides does not defeat subject-matter jurisdiction so long as the aliens are among other parties to the action having subject-matter jurisdiction. Transure cites to 13B

Wright, Miller & Cooper Federal Practice & Procedure 2d § 3604 (1991 & 2003 Supp), which discusses alienage jurisdiction. The treatise reiterates the weight of the case law: "As is true generally, . . . the court may take jurisdiction over a claim between two aliens that is ancillary to another claim over which it has proper subject-matter jurisdiction. The federal court, not surprisingly, have taken a wide variety of cases under their alienage jurisdiction."

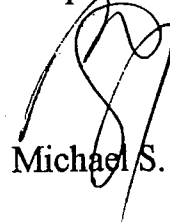
Had plaintiffs sued defendant ANC or defendant GM by itself, there is no question that such a suit would be well within the alienage jurisdiction. There is no reason to hold otherwise merely because defendant Jeon, who was the driver of the subject car, and who was allegedly negligent, and who was a foreign national, happens to be joined as a defendant.

CONCLUSION

For the foregoing reasons, the court should hold that subject-matter jurisdiction exists under the alienage jurisdiction statute.

Dated: June 10, 2004

Respectfully,



Michael S. Kimm

Certificate of Service

Michael S. Kimm, Esq., certifies the foregoing was served upon all counsel as follows.

By mail and fax: 602-248-0947

Jo Ana Saint-George, Esq.
Thomas Klein, Esq., (GM)
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By mail and fax 602-734-3781

Kimberly J. Kauffman, Esq. (ANC)
Greg S. Como, Esq.
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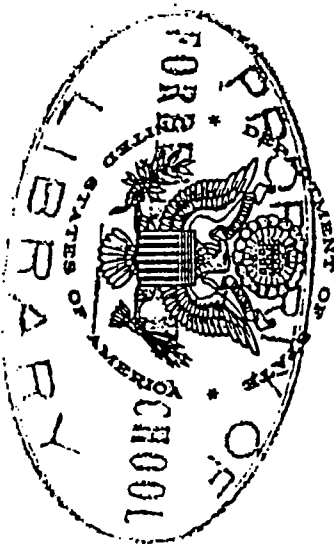
Dated: June 10, 2004



Michael S. Kimm

Exhibit A to Notice of Removal

United States Treaties
and Other
International
Agreements



VOLUME 8

IN TWO PARTS

Part 2

1957

REPUBLIC OF KOREA

Friendship, Commerce and Navigation

*Treaty and protocol signed at Seoul November 28, 1956;
Ratification advised by the Senate of the United States of America August*

8, 1957;

*Ratified by the President of the United States of America August 30,
1957;*

Ratified by the Republic of Korea October 2, 1957;

Ratifications exchanged at Seoul October 7, 1957;

*Proclaimed by the President of the United States of America November
15, 1957;*

Entered into force November 7, 1957.

By the President of the United States of America

A PROCLAMATION

WHEREAS a treaty of friendship, commerce and navigation between the United States of America and the Republic of Korea, together with a protocol relating thereto, was signed at Seoul on November 28, 1956;

WHEREAS the originals of the said treaty and protocol, in the English and Korean languages, are word for word as follows:

(2217)

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TREATY
OF
FRIENDSHIP, COMMERCE AND NAVIGATION
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF KOREA

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The United States of America and the Republic of Korea, desirous of strengthening the bonds of peace and friendship traditionally existing between them and of encouraging closer economic and cultural relations between their peoples, and being cognizant of the contributions which may be made toward these ends by arrangements encouraging mutually beneficial investments, promoting mutually advantageous commercial intercourse and otherwise establishing mutual rights and privileges, and Navigation, based in general upon the principles of national and of most-favored-nation treatment unconditionally accorded, and for that purpose have appointed as their Plenipotentiaries,

The United States of America:

Walter Dowling, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of Korea, and

The Republic of Korea:

Cho Chung-whan, Acting Minister of Foreign Affairs of the Republic of Korea,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles:

ARTICLE I

Each Party shall at all times accord equitable treatment to the persons, property, enterprises and other interests of nationals and companies of the other Party.

ARTICLE II

1. Nationals of either Party shall be permitted to enter the territories of the other Party and to remain therein: (a) for the purpose of carrying on trade between the territories of the two Parties and engaging in related commercial activities; (b) for the purpose of developing and directing the operations of an enterprise in which they have invested, or in which they are actively in the process of investing, a substantial amount of capital; and (c) for other purposes subject to the laws relating to the entry and sojourn of aliens.

2. Nationals of either Party, within the territories of the other Party, shall be permitted: (a) to travel therein freely, and to

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reside at places of their choice; (b) to enjoy liberty of conscience; (c) to hold both private and public religious services; (d) to gather and to transmit material for dissemination to the public abroad; and (e) to communicate with other persons inside and outside such territories by mail, telegraph and other means open to general public use.

3. The provisions of the present Article shall be subject to the right of either Party to apply measures that are necessary to maintain public order and protect the public health, morals and safety.

ARTICLE III

1. Nationals of either Party within the territories of the other Party shall be free from molestations of every kind, and shall receive the most constant protection and security, in no case less than that required by international law.

2. If, within the territories of either Party, a national of the other Party is taken into custody, the nearest consular representative of his country shall on the demand of such national be immediately notified and shall have the right to visit and communicate with such national. Such national shall: (a) receive reasonable and humane treatment; (b) be formally and immediately informed of the accusations against him; (c) be brought to his defense; and (d) enjoy all means reasonably necessary to his defense, including the services of competent counsel of his choice.

ARTICLE IV

1. Nationals of either Party shall be accorded national treatment in the application of laws and regulations within the territories of the other Party that establish a pecuniary compensation arising out of and in the course of employment or due to the nature of employment.

2. In addition to the rights and privileges provided in paragraph 1 of the present Article, nationals of either Party within the territories of the other Party shall be accorded national treatment in the application of laws and regulations establishing compulsory systems of social security, under which benefits are paid without an individual test of financial need: (a) against loss of wages or earnings due to old age, unemployment, sickness or disability, or (b) against loss of financial support due to the death of father, husband or other person on whom such support had depended.

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ARTICLE V

1. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to access to the courts of justice and to administrative tribunals and agencies within the territories of the other Party, in all degrees of jurisdiction, both in pursuit and in defense of their rights. It is understood that companies of either Party not engaged in activities within the territories of the other Party shall enjoy such access therein without any requirement of registration or domestication.

2. Contracts entered into between nationals and companies of either Party and nationals and companies of the other Party, shall not be deemed unenforceable within the territories of such other Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories or that the nationality of one or more of the arbitrators is not that of such other Party. No award duly rendered pursuant to any such contract, and final and enforceable under the laws of the place where rendered, shall be deemed invalid or denied effective means of enforcement within the territories of either Party merely on the grounds that the place where such award was rendered is outside such territories or that the nationality of one or more of the arbitrators is not that of such Party.

ARTICLE VI

1. Property of nationals and companies of either Party shall receive the most constant protection and security within the territories of the other Party.

2. The dwellings, offices, warehouses, factories and other premises of nationals and companies of either Party located within the territories of the other Party shall not be subject to molestation or to entry without just cause. Official searches and examinations of such premises and their contents, when necessary, shall be made only according to law and with careful regard for the convenience of the occupants and the conduct of business.

3. Neither Party shall take unreasonable or discriminatory measures that would impair the legally acquired rights or interests within its territories of nationals and companies of the other Party in the enterprises which they have established, in their capital, or in the skills, arts or technology which they have supplied.

4. Property of nationals and companies of either Party shall not be taken within the territories of the other Party except for a public purpose, nor shall it be taken without the prompt

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U. S. Treaties and Other International Agreements [s] U.S.T.

payment of just compensation. Such compensation shall be in an effectively realizable form and shall represent the full equivalent of the property taken; and adequate provision shall have been made at or prior to the time of taking for the determination and payment thereof.

5. Nationals and companies of either Party shall in no case be accorded, within the territories of the other Party, less than national treatment and most-favored-nation treatment with respect to the matters set forth in paragraphs 2 and 4 of the present Article. Moreover, enterprises in which nationals and companies of either Party have a substantial interest shall be accorded, within the territories of the other Party, not less than national treatment and most-favored-nation treatment in all matters relating to the taking of privately owned enterprises into public ownership and to the placing of such enterprises under public control.

ARTICLE VII

1. Nationals and companies of either Party shall be accorded national treatment with respect to engaging in all types of commercial, industrial, financial and other activities for gain (business activities) within the territories of the other Party, whether directly or by agent or through the medium of any form of lawful juridical entity. Accordingly, such nationals and companies shall be permitted within such territories: (a) to establish and maintain branches, agencies, offices, factories and other establishments appropriate to the conduct of their business; (b) to organize and to acquire majority interests in companies of such other Party, and to acquire majority interests in companies of such other Party; and (c) to control and manage enterprises which they have established or acquired. Moreover, enterprises which they control, whether in the form of individual proprietorships, companies or otherwise, shall in all that relates to the conduct of the activities thereof, be accorded treatment no less favorable than that accorded like enterprises controlled by nationals and companies of such other Party.

2. Each Party reserves the right to limit the extent to which aliens may establish, acquire interests in, or carry on enterprises engaged within its territories in transport, communications, public utilities, banking involving depository or fiduciary functions, or the exploitation of land or other natural resources. However, new limitations imposed by either Party upon the extent to which aliens are accorded national treatment, with respect to carrying on such activities within its territories, shall not be

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8 U.S.T. *Korea—Friendship, Commerce, Etc.—Nov. 28, 1956*

applied as against enterprises which are engaged in such activities therein at the time such new limitations are adopted and which are owned or controlled by nationals and companies of the other Party. Moreover, neither Party shall deny to transportation, communications and banking companies of the other Party the right to maintain branches and agencies to perform functions necessary for essentially international operations in which they are permitted to engage.

3. The provisions of paragraph 1 of the present Article shall not prevent either Party from prescribing special formalities in connection with the establishment of alien-controlled enterprises within its territories; but such formalities may not impair the substance of the rights set forth in said paragraph.

4. Nationals and companies of either Party, as well as enterprises controlled by such nationals and companies, shall in any event be accorded most-favored-nation treatment with reference to the matters treated in the present Article.

ARTICLE VIII

1. Nationals and companies of either Party shall be permitted to engage, within the territories of the other Party, accountants and other technical experts, executive personnel, attorneys, agents and other specialists of their choice. Moreover, such nationals and companies shall be permitted to engage accountants and other technical experts regardless of the extent to which they may have qualified for the practice of a profession within the territories of such other Party, for the particular purpose of making examinations, audits and technical investigations for, and rendering reports to, such nationals and companies in connection with the planning and operation of their enterprises, and enterprises in which they have a financial interest, within such territories.

2. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to engaging in scientific, educational, religious and philanthropic activities within the territories of the other Party, and shall be accorded the right to form associations for that purpose under the laws of such other Party. Nothing in the present Treaty shall be deemed to grant or imply any right to engage in political activities.

ARTICLE IX

1. Nationals and companies of either Party shall be accorded, within the territories of the other Party: (a) national treatment with respect to leasing land, buildings and other immovable property appropriate to the conduct of activities in which they

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are permitted to engage pursuant to Articles VII and VIII and for residential purposes, and with respect to occupying and using such property; and (b) other rights in immovable property permitted by the applicable laws of the other Party.

2. Nationals and companies of either Party shall be accorded within the territories of the other Party national treatment and most-favored-nation treatment with respect to acquiring, by purchase, lease, or otherwise, and with respect to owning and possessing, movable property of all kinds, both tangible and intangible. However, either Party may impose restrictions on alien ownership of materials dangerous from the standpoint of public safety and alien ownership of interests in enterprises carrying on particular types of activity, but only to the extent that this can be done without impairing the rights and privileges secured by Article VII or by other provisions of the present Treaty.

3. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to acquiring property of all kinds by testate or intestate succession or through judicial process. Should they because of their alienage be ineligible to continue to own any such property, they shall be allowed a period of at least five years in which to dispose of it.

4. Nationals and companies of either Party shall be accorded within the territories of the other Party national treatment and most-favored-nation treatment with respect to disposing of property of all kinds.

ARTICLE X

1. Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment with respect to obtaining and maintaining patents of invention, and with respect to rights in trade marks, trade names, trade labels and industrial property of every kind.

2. The Parties undertake to cooperate in furthering the interchange and use of scientific and technical knowledge, particularly in the interests of increasing productivity and improving standards of living within their respective territories.

ARTICLE XI

1. Nationals of either Party residing within the territories of the other Party, and nationals and companies of either Party engaged in trade or other gainful pursuit or in scientific, educational, religious or philanthropic activities within the territories of the other Party, shall not be subject to the payment of taxes,

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fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, within the territories of such other Party, more burdensome than those borne by nationals and companies of such other Party.

2. With respect to nationals of either Party who are neither resident nor engaged in trade or other gainful pursuit within the territories of the other Party, and with respect to companies of either Party which are not engaged in trade or other gainful pursuit within the territories of the other Party, it shall be the aim of such other Party to apply in general the principle set forth in paragraph 1 of the present Article.

3. Nationals and companies of either Party shall in no case be subject, within the territories of the other Party, to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country.

4. In the case of companies of either Party engaged in trade or other gainful pursuit within the territories of the other Party, and in the case of nationals of either Party engaged in trade or other gainful pursuit within the territories of the other Party but not resident therein, such other Party shall not impose or apply any tax, fee or charge upon any income, capital or other basis in excess of that reasonably allocable or apportionable to its territories, nor grant deductions and exemptions less than those reasonably allocable or apportionable to its territories. A comparable rule shall apply also in the case of companies organized and operated exclusively for scientific, educational, religious or philanthropic purposes.

5. Each Party reserves the right to: (a) extend specific tax advantages on the basis of reciprocity; (b) accord special tax advantages by virtue of agreements for the avoidance of double taxation or the mutual protection of revenue; and (c) apply special provisions in allowing, to non-residents, exemptions of a personal nature in connection with income and inheritance taxes.

ARTICLE XII

1. Nationals and companies of either Party shall be accorded by the other Party national treatment and most-favored-nation treatment with respect to payments, remittances and transfers of funds or financial instruments between the territories of the two Parties as well as between the territories of such other Party and of any third country.

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U. S. Treaties and Other International Agreements [8 UST

2. Neither Party shall impose exchange restrictions as defined in paragraph 5 of the present Article except to the extent necessary or to prevent its monetary reserves from falling to a very low level. It is understood that the provisions of the present Article do not alter the obligations either Party may have to the International Monetary Fund or preclude imposition of particular restrictions whenever the Fund specifically authorizes or requests a Party to impose such particular restrictions.

3. If either Party imposes exchange restrictions in accordance with paragraph 2 of the present Article, it shall, after making whatever provision may be necessary to assure the availability of foreign exchange for goods and services essential to the health and welfare of its people and necessary to the avoidance of serious economic instability, make reasonable provision for the withdrawal, in foreign exchange in the currency of the other Party, of: (a) the compensation referred to in Article VI, paragraph 4, (b) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise, and (c) amounts for amortization of loans, depreciation of special investments, and capital transfers, giving consideration to special needs for other transactions. If more than one rate of exchange is in force, the rate applicable to such withdrawals shall be a rate which is specifically approved by the International Monetary Fund for such transactions or, in the absence of a rate so approved, an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

4. Exchange restrictions shall not be imposed by either Party in a manner unnecessarily detrimental or arbitrarily discriminatory to the claims, investments, transport, trade, and other interests of the nationals and companies of the other Party, nor to the competitive position thereof.

5. The term "exchange restrictions" as used in the present Article includes all restrictions, regulations, charges, taxes, or other requirements imposed by either Party which burden or interfere with payments, remittances, or transfers of funds or of financial instruments between the territories of the two Parties.

6. Each Party shall afford the other Party adequate opportunity for consultation at any time regarding application of the present Article.

ARTICLE XIII

Commercial travelers representing nationals and companies of either Party engaged in business within the territories thereof

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8 UST] *Korea—Friendship, Commerce, Etc.—Nov. 28, 1966*

shall, upon their entry into and departure from the territories of the other Party and during their sojourn therein, be accorded most-favored-nation treatment in respect of the customs and other matters, including, subject to the exceptions in paragraph 5 of Article XI, taxes and charges applicable to them, their samples and the taking of orders, and regulations governing the exercise of their functions.

ARTICLE XIV

1. Each Party shall accord most-favored-nation treatment to products of the other Party, from whatever place and by whatever type of carrier arriving, and to products destined for exportation to the territories of such other Party, by whatever route and by whatever type of carrier, with respect to customs duties and charges of any kind imposed on or in connection with importation or exportation or imposed on the international transfer of payments for imports or exports, and with respect to the method of formalities in connection with importation and exportation.

2. Neither Party shall impose restrictions or prohibitions on the importation of any product of the other Party, or on the exportation of any product to the territories of the other Party, unless the importation of the like product of, or the exportation of the like product to, all third countries is similarly restricted or prohibited.

3. If either Party imposes quantitative restrictions on the importation or exportation of any product in which the other Party has an important interest:

- (a) It shall as a general rule give prior public notice of the total amount of the product, by quantity or value, that may be imported or exported during a specified period, and of any change in such amount or period; and
- (b) If it makes allotments to any third country, it shall afford such other Party a share proportionate to the amount of the product, by quantity or value, supplied by or to it during a previous representative period, due consideration being given to any special factors affecting the trade in such product.

4. Either Party may impose prohibitions or restrictions on the importation or exportation of any product on sanitary or other customary grounds of a non-commercial nature, or in the interest of preventing deceptive or unfair practices, provided such prohibitions or restrictions do not arbitrarily discriminate against the commerce of the other Party.

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U. S. Treaties and Other International Agreements [8 UST]

5. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to all matters relating to importation and exportation.

6. The provisions of the present Article shall not apply to advantages accorded by either Party:

- (a) to products of the national fisheries;
- (b) to adjacent countries in order to facilitate frontier traffic; or
- (c) by virtue of a customs union or free-trade area of which it may become a member, so long as it informs the other Party of its plans and affords such other Party adequate opportunity for consultation.

7. Notwithstanding the provisions of paragraphs 2 and 3 (b) of the present Article, a Party may apply restrictions or controls on importation and exportation of goods that have effect equivalent to, or which are necessary to make effective, exchange restrictions applied pursuant to Article XII. However, such restrictions or controls shall not depart further than necessary from the above paragraphs and shall be conformable to a policy designed to promote the maximum development of nondiscriminatory foreign trade and to expedite the attainment both of a balance-of-payments position and of monetary reserves which will obviate the necessity of such restrictions.

ARTICLE XV

1. Each Party shall promptly publish laws, regulations and administrative rulings of general application pertaining to rates of duty, taxes or other charges, to the classification of articles for customs purposes, and to requirements or restrictions on imports and exports or the transfer of payments therefor, or affecting their sale, distribution or use; and shall administer such laws, regulations and rulings in a uniform, impartial and reasonable manner. As a general practice, new administrative requirements or restrictions affecting imports, with the exception of those imposed on sanitary grounds or for reasons of public safety, shall not go into effect before the expiration of 30 days after publication, or alternatively, shall not apply to products en route at time of publication.

2. Each Party shall provide an appeals procedure under which nationals and companies of the other Party, and importers and exporters of products of such other Party, shall be able to obtain prompt and impartial review, and correction when warranted, of ad-

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[8 UST] *Korea—Friendship, Commerce, Etc.—Nov. 28, 1956*

ministrative action relating to customs matters, including the imposition of fines and penalties, confiscations, and rulings on questions of customs classification and valuation by the administrative authorities. Penalties imposed for infractions of the customs and shipping laws and regulations concerning documentation shall, in cases resulting from clerical errors or when good faith can be demonstrated, be no greater than necessary to serve merely as a warning.

3. Neither Party shall impose any measure of a discriminatory nature that hinders or prevents the importer or exporter of products of either country from obtaining marine insurance on such products in companies of either Party. The present paragraph is subject to the provisions of Article XII.

ARTICLE XVI

1. Products of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment in all matters affecting internal taxation, sale, distribution, storage and use.

2. Articles produced by nationals and companies of either Party within the territories of the other Party, or by companies of the latter Party controlled by such nationals and companies shall be accorded therein treatment no less favorable than that accorded to like articles of national origin by whatever person or company produced, in all matters affecting exportation, taxation, sale, distribution, storage and use.

ARTICLE XVII

1. Each Party undertakes (a) that enterprises owned or controlled by its Government, and that monopolies or agencies granted exclusive or special privileges within its territories, shall make their purchases and sales involving either imports or exports affecting the commerce of the other Party solely in accordance with commercial considerations, including price, quality, availability, marketability, transportation and other conditions of purchase or sale; and (b) that the nationals, companies and commerce of such other Party shall be afforded adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases and sales.

2. Each Party shall accord to the nationals, companies and commerce of the other Party fair and equitable treatment, as compared with that accorded to the nationals, companies and commerce of any third country, with respect to: (a) the governmental purchase of supplies, (b) the awarding of concessions and

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other government contracts, and (c) the sale of any service sold by the Government or by any monopoly or agency granted exclusive or special privileges.

ARTICLE XVIII

1. The two Parties agree that business practices which restrain competition, limit access to markets or foster monopolistic control, and which are engaged in or made effective by one or more private or public commercial enterprises or by combination, agreement or other arrangement among such enterprises, may have harmful effects upon commerce between their respective territories. Accordingly, each Party agrees upon the request of the other Party to consult with respect to any such practices and to take such measures as it deems appropriate with a view to eliminating such harmful effects.

2. No enterprise of either Party, including corporations, associations, and government agencies and instrumentalities, which is publicly owned or controlled shall, if it engages in commercial, industrial, shipping or other business activities within the territories of the other Party, claim or enjoy, either for itself or for its property, immunity therein from taxation, suit, execution of judgment or other liability to which privately owned and controlled enterprises are subject therein.

ARTICLE XIX

1. Between the territories of the two Parties there shall be freedom of commerce and navigation.

2. Vessels under the flag of either Party, and carrying the papers required by its law in proof of nationality, shall be deemed to be vessels of that Party both on the high seas and within the ports, places and waters of the other Party.

3. Vessels of either Party shall have liberty, on equal terms with vessels of the other Party and on equal terms with vessels of any third country, to come with their cargoes to all ports, places and waters of such other Party open to foreign commerce and navigation. Such vessels and cargoes shall in all respects be accorded national treatment and most-favored-nation treatment within the ports, places and waters of such other Party; but each Party may reserve exclusive rights and privileges to its own vessels with respect to the coasting trade, inland navigation and national fisheries.

4. Vessels of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to the right to carry all products that may be carried by

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vessel to or from the territories of such other Party; and such products shall be accorded treatment no less favorable than that accorded like products carried in vessels of such other Party, with respect to: (a) duties and charges of all kinds, (b) the administration of the customs, and (c) bounties, drawbacks and other privileges of this nature.

5. Vessels of either Party that are in distress shall be permitted to take refuge in the nearest port or haven of the other Party, and shall receive friendly treatment and assistance.

6. The term "vessels", as used herein, means all types of vessels, whether privately owned or operated, or publicly owned or operated; but this term does not, except with reference to paragraphs 2 and 5 of the present Article, include fishing vessels or vessels of war.

ARTICLE XX

There shall be freedom of transit through the territories of each Party by the routes most convenient for international transit:

- (a) for nationals of the other Party, together with their baggage;
- (b) for other persons, together with their baggage, en route to or from the territories of such other Party; and
- (c) for products of any origin en route to or from the territories of such other Party.

Such persons and things in transit shall be exempt from customs duties, from duties imposed by reason of transit, and from unreasonable charges and requirements; and shall be free from unnecessary delays and restrictions. They shall, however, be subject to measures referred to in paragraph 3 of Article II, and to nondiscriminatory regulations necessary to prevent abuse of the transit privilege.

ARTICLE XXI

1. The present Treaty shall not preclude the application of measures:

- (a) regulating the importation or exportation of gold or silver;
- (b) relating to fissionable materials, to radioactive by-products of the utilization or processing thereof, or to materials that are the source of fissionable materials;
- (c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;

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(d) necessary to fulfill the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests; and

(e) denying to any company in the ownership or direction of which nationals of any third country or countries have directly or indirectly the controlling interest, the advantages of the present Treaty, except with respect to recognition of juridical status and with respect to access to courts.

2. The most-favored-nation provisions of the present Treaty relating to the treatment of goods shall not apply to advantages accorded by the United States of America or its Territories and possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, to the Trust Territory of the Pacific Islands or to the Panama Canal Zone.

3. The provisions of the present Treaty relating to the treatment of goods shall not preclude action by either Party which is required or specifically permitted by the General Agreement on Tariffs and Trade during such time as such Party is a contracting party to the General Agreement. Similarly, the most-favored-nation provisions of the present Treaty shall not apply to special advantages accorded by virtue of the aforesaid Agreement.

4. Nationals of either Party admitted into the territories of the other Party for limited purposes shall not enjoy rights of engage in gainful occupations in contravention of limitations expressly imposed, according to law, as a condition of their admittance.

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at 844, pp. 4 and 6.

ARTICLE XXII

1. The term "national treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, to whom may be of such Party.

2. The term "most-favored-nation treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of any third country.

3. As used in the present Treaty, the term "companies" means corporations, partnerships, companies and other associations, whether or not with limited liability and whether or not for

TIAS 3947

pecuniary profit. Companies constituted under the applicable laws and regulations within the territories of either Party shall be deemed companies thereof and shall have their juridical status recognized within the territories of the other Party.

4. National treatment accorded under the provisions of the present Treaty to companies of the Republic of Korea shall, in any State, Territory or possession of the United States of America, be the treatment accorded therein to companies created or organized in other States, Territories, and possessions of the United States of America.

ARTICLE XXIII

The territories to which the present Treaty extends shall comprise all areas of land and water under the sovereignty or authority of each Party, other than the Panama Canal Zone and the Trust Territory of the Pacific Islands.

ARTICLE XXIV

1. Each Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such representations as the other Party may make with respect to any matter affecting the operation of the present Treaty.

2. Any dispute between the Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by diplomacy, shall be submitted to the International Court of Justice, unless the Parties agree to settlement by some other pacific means.

ARTICLE XXV

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Seoul as soon as possible.

2. The present Treaty shall enter into force one month after the day of exchange of ratifications. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.

3. Either Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals. Done in duplicate, in the English and Korean languages, both equally authentic, at Seoul, this twenty-eighth day of November, one thousand nine hundred fifty six.

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At the time of signing the Treaty of Friendship, Commerce and Navigation between the United States of America and the Republic of Korea, the undersigned Plenipotentiaries, duly authorized by their respective Governments, have further agreed on the following provisions, which shall be considered integral parts of the aforesaid Treaty:

1. The provisions of Article II, paragraph 1 (b), shall be construed as extending to a national of either Party seeking to enter the territories of the other Party solely for the purpose of developing and directing the operations of an enterprise in the territories of such other Party in which his employer has invested or is actively in the process of investing a substantial amount of capital, provided that such employer is a national or company of the same nationality as the applicant and that the applicant is employed by such national or company in a responsible capacity.
2. The term "access" as used in Article V, paragraph 1, comprehends, among other things, legal aid and security for costs and judgment.
3. It is understood that Article V, paragraph 2, does not require a Party to enforce an arbitration award that is contrary to its public policy.
4. The provisions of Article VI, paragraph 4, providing for the payment of compensation shall extend to interests held directly or indirectly by nationals and companies of either Party in property which is taken within the territories of the other Party.
5. The term "public utilities" as used in Article VII, paragraph 2, is deemed to include enterprises engaged in furnishing water supplies, or in manufacturing and distributing gas or electricity, to the general public.
6. With reference to Article VII, paragraph 4, it is understood that neither Party is obligated to accord most-favored-nation treatment regarding rights to engage in mining on the public domain other than on a basis of reciprocity.
7. Either Party may impose restrictions on the introduction of foreign capital as may be necessary to protect its monetary reserves as provided in Article XII, paragraph 2.
8. The provisions of Article XVII, paragraph 2 (b) and (c), and of Article XIX, paragraph 4, shall not apply to postal services.

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9. Article XXI, paragraph 1 (e), shall be construed to apply also to any company in the ownership or direction of which any third country or companies thereof have directly or indirectly the controlling interest. A Party is not obligated to permit nationals of the other Party to conduct business within its territories as representatives of a third country or nationals or companies thereof in contravention of laws generally applicable to all individuals.

10. The provisions of Article XXI, paragraph 2, shall apply in the case of Puerto Rico regardless of any change that may take place in its political status.

11. Article XXIII does not apply to territories under the authority of either Party solely as a military base or by reason of temporary military occupation.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Protocol and have affixed hereunto their seals.

Done in duplicate, in the English and Korean languages, both equally authentic, at Seoul, this twenty-eighth day of November, one thousand nine hundred fifty six.

FOR THE UNITED STATES OF AMERICA:

WALTER DOWLING

FOR THE REPUBLIC OF KOREA:

CHUNG W. CHO

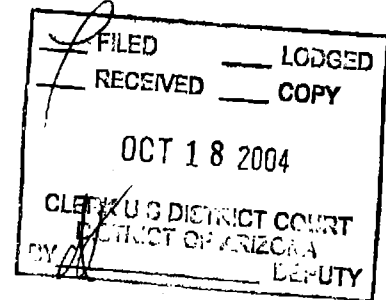
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[SEAL]

TIAS 3947

Exhibit A to Notice of Removal

EXHIBIT E



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Jin Ah Lee, decedent, by her estate)
representative, Jungil Lee; Sang Chul Lee,
decedent's father; Dukson Lee, decedent's
mother,

Plaintiffs,

vs.

ANC Car Rental Corp.; General Motors
Corp.; Hong-Jun Jeon,

Defendants.

No. CV-03-1532-PHX-JAT

ORDER

Pending before this Court is: (1) Plaintiffs' Memorandum of Law (Doc. #27); (2) Defendant General Motors Corporation's ("GMC") Motion to Dismiss for Lack of Subject Matter Jurisdiction (Doc. #28); and (3) Defendant ANC Car Rental Corporation's ("ANC") Joinder in the Motion to Dismiss for Lack of Subject Matter Jurisdiction (Doc. #29). The Court has considered the submissions of the parties and rules as follows.

FACTUAL AND PROCEDURAL BACKGROUND

On June 1, 2003, Jin Ah Lee ("decedent") died in an automobile accident outside Flagstaff, Arizona. Decedent's parents and estate representative brought suit against three defendants: GMC, ANC, and Hong-Jun Jeon. Hong-Jun Jeon was the driver of the car when the accident occurred. GMC is the designer and manufacturer of the car. ANC is the rental

1 company that furnished the car to Jin Ah Lee. In their Complaint, Plaintiffs allege that this
2 Court has jurisdiction over their case pursuant to 28 U.S.C. § 1332(a).

3 According to the Complaint, Plaintiffs Jungil Lee, Sang Chul Lee, and Dukson Lee
4 are Korean nationals. (Doc. #28 at 2). Defendant Hong-Jun Jeon is also a Korean National.
5 *Id.* Defendant GMC is incorporated in Delaware with its principle place of business in
6 Michigan. *Id.* Defendant ANC is incorporated and has its principle place of business in
7 Florida. *Id.*

8 DISCUSSION

9 A. Burden of Proof and Standard of Review

10 "The party asserting jurisdiction has the burden of proving all jurisdictional facts."
11 *Indus. Tectonics, Inc. v. Aero Alloy*, 912 F.2d 1090, 1092 (9th Cir. 1990) (citing *McNutt v.*
12 *Gen. Motors Acceptance Corp.*, 298 U.S. 178, 189 (1936)). In effect, the Court presumes
13 lack of jurisdiction until the plaintiff proves otherwise. *Stock West, Inc. v. Confederated*
14 *Tribes*, 873 F.2d 1221, 1225 (9th Cir. 1989). The defense of lack of subject matter
15 jurisdiction may be raised at any time by the parties or the Court. *See* Fed. R. Civ. P.
16 12(h)(3).

17 B. Substantive Subject Matter Jurisdiction and Alienage

18 The issue before the Court is whether subject matter jurisdiction exists under 28
19 U.S.C. § 1332. Specifically at issue is whether diversity jurisdiction exists when foreign
20 nationals are present as both plaintiff and defendant.

21 Pursuant to 28 U.S.C. § 1332(a)(1) the Court has diversity jurisdiction over cases
22 between citizens of different states involving claims greater than \$75,000. Section 1332
23 requires complete diversity between the parties. *See, e.g., Caterpillar, Inc. v. Lewis*, 519 U.S.
24 61, 68 (1996). The citizenship of each plaintiff must be diverse from the citizenship of each
25 defendant. *Id.* This principle includes citizens from foreign countries. *Faysound Ltd. v.*
26 *United Coconut Chems.*, 878 F.2d 290, 294 (9th Cir. 1989) (citing *Cheng v. Boeing Co.*, 708

1 F.2d 1406, 1412 (9th Cir. 1983) ("Diversity jurisdiction does not encompass foreign
2 plaintiffs suing foreign defendants.").¹

3 In *Faysound*, a foreign corporation (Faysound, Ltd.) appealed the district court's
4 dismissal of its suit against its insurance company, United States Aviation Underwriters, Inc.,
5 et al. ("Insurers"). *Faysound*, 878 F.2d at 291. In its complaint, Faysound identified its
6 Insurers as "a corporation incorporated and existing under a state of the United States." *Id.*
7 at 292. However, the district court found the Insurers to be a group of eleven insurance
8 companies one of which, Zurich Insurance Company, was a Swiss corporation not
9 incorporated in the United States. *Id.* at 293. Thus, the parties in *Faysound* consisted of a
10 foreign plaintiff suing eleven defendants, ten being American and one being foreign. The
11 Ninth Circuit Court of Appeals held that complete diversity did not exist. *Id.* at 295.

12 The instant case closely resembles *Faysound*. All three plaintiffs are citizens of
13 Korea.² Defendant Hong-Jun Jeon is also a citizen of Korea. As indicated above, there is
14 not complete diversity when a plaintiff and defendant are foreign nationals. *Faysound*, 787
15 F.2d at 294. Therefore, this Court lacks subject matter jurisdiction.

16 The Court notes that in certain circumstances, a foreign plaintiff can perfect diversity
17 jurisdiction by dismissing a dispensable foreign defendant, thereby allowing the court to
18 exercise jurisdiction over the remaining citizen defendants. See Fed. R. Civ. P. 21; *Sams v.*
19 *Beech Aircraft Corp.*, 625 F.2d 273, 277 (9th Cir. 1980). However, in this case, Plaintiffs

20
21 ¹ There is a recognized exception to this rule. Complete diversity is not affected
22 when foreign parties are added to an action between citizens of two different states, provided
23 there is a real dispute between the citizen parties. See 28 USC § 1332(a)(3); *Transure, Inc.*
24 *v. Marsh & McLennan, Inc.*, 766 F.2d 1297, 1299 (9th Cir. 1985); *Dresser Industries, Inc.*
25 *v. Underwriters at Lloyd's of London*, 106 F.3d 494, 498 (3rd Cir. 1997).

26 ² Plaintiffs' complaint suggests that decedent's estate representative is a citizen of
27 the United States. (Doc. #1 at 1). However, 28 U.S.C. § 1332(c)(2) states that "the legal
28 representative of the estate of a decedent shall be deemed to be a citizen only of the same
State as the decedent" For purposes of section 1332, decedent's estate representative
is also Korean.

1 have not sought to sever the foreign defendant, nor asked this Court to retain jurisdiction over
2 only the citizen defendants. As the case is now pled, the Court lacks jurisdiction and
3 Plaintiffs have not moved to amend the complaint or dismiss the foreign defendant in such
4 a way as to give this Court jurisdiction over the remaining parties. Therefore, without
5 reaching the issue of indispensable parties, the Court will grant the motion to dismiss the
6 entire case for lack of subject matter jurisdiction.

7 CONCLUSION

8 IT IS ORDERED that Defendant General Motor Corporation's Motion to Dismiss
9 (Doc. #28), which Defendant ANC Car Rental Corporation has joined, is GRANTED. This
10 case is therefore dismissed without prejudice for lack of subject matter jurisdiction.

11 DATED this 14 day of October, 2004.

12
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14 
15 James A. Teilborg
16 United States District Judge
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Exhibit A to Notice of Removal

EXHIBIT F

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BY _____	E. DEPUTY

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA – PHOENIX

MICHAEL S. KIMM, ESQ. (PRO HAC VICE)
190 MOORE STREET, SUITE 272
HACKENSACK, NEW JERSEY 07601
TEL: (201) 342-3377
Attorney for Plaintiffs

-----X	
JIN AH LEE, decedent, by her estate	:
representative, JUNGIL LEE,	:
SANG CHUL LEE, decedent's father,	:
and DUKSON LEE, decedent's mother,	:
	:
Plaintiffs,	:
	:
v.	:
	:
ANC CAR RENTAL CORP.,	:
GENERAL MOTORS CORP.,	:
and HONG-JUN JEON,	:
	:
Defendants.	:
-----X	

CV-03-1532-PCT-JAT

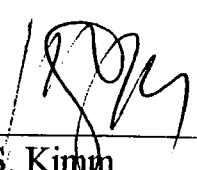
Civil Action

Plaintiffs' notice of appeal

SIR/MADAM:

Please take notice that plaintiffs Jin Ah Lee by Jungil Lee, Sang Chul Lee, and Dukson Lee appeal from the order and judgment dated 10-18-04 by the Honorable James A. Teilborg, United States District Judge, annexed hereto, to the United States Court of Appeals for the Ninth Circuit.

Dated: November 8, 2004



 Michael S. Kimm
 Attorney for plaintiffs

Certificate of Service

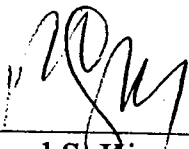
Michael S. Kimm, Esq., certifies the foregoing was served upon all counsel by mail as follows.

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Thomas Klein, Esq.
Bowman and Brooke, LLP
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Phoenix, Arizona 85012
For defendant GM

G. Peter Spiess
Spiess & Lasse, PC
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Attorney for hong-Jun Jeon

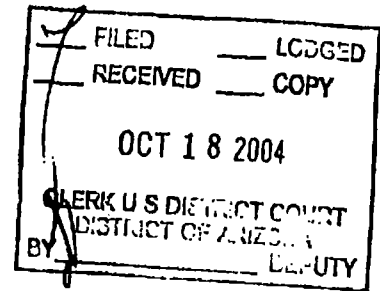
Raymond R. Kusack, Esq.
Quarles & Brady Streich Lang, LLP
One S. Church Street, Suite 1700
Tucson, AZ 85701
Attorneys for ANC Car Rental Corp.

Dated: November 8, 2004



Michael S. Kimm
Attorney for plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA



JIN AH LEE, by her estate representative)
JUNGIL LEE, et al)
Plaintiffs,)
v.)
ANC CAR RENTAY CORP; GENERAL)
MOTORS CORP; HONG-JUN JEON,)
Defendants.)

JUDGMENT IN A CIVIL CASE

CIV 03-1532-PCT-JAT

Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

XX **Decision by Court.** This action came for consideration before the Court. The issues have been considered and a decision has been rendered.

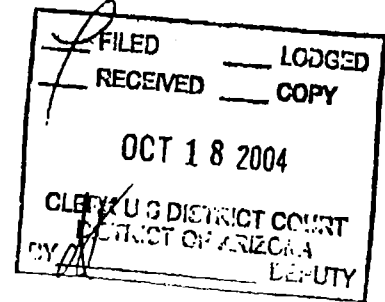
IT IS ORDERED AND ADJUDGED that pursuant to the Court's order dated Oct. 18, 2004, granting motion to dismiss action without prejudice for lack of jurisdiction by General Motors Corp [28-1] and joined by ANC Car Rental Corporation, judgment is entered in favor of defendants and against plaintiffs. Plaintiffs to take nothing, and complaint and action are dismissed.

RICHARD H. WEARE
District Court
Executive/Clerk

October 18, 2004

By: *R. Taylor*
Deputy Clerk

cc: (all counsel/jgmdrw)



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Jin Ah Lee, decedent, by her estate)
representative, Jungil Lee; Sang Chul Lee,
decedent's father; Dukson Lee, decedent's
mother,

Plaintiffs,

vs.

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Corp.; Hong-Jun Jeon,

Defendants.

No. CV-03-1532-PHX-JAT

ORDER

Pending before this Court is: (1) Plaintiffs' Memorandum of Law (Doc. #27); (2) Defendant General Motors Corporation's ("GMC") Motion to Dismiss for Lack of Subject Matter Jurisdiction (Doc. #28); and (3) Defendant ANC Car Rental Corporation's ("ANC") Joinder in the Motion to Dismiss for Lack of Subject Matter Jurisdiction (Doc. #29). The Court has considered the submissions of the parties and rules as follows.

FACTUAL AND PROCEDURAL BACKGROUND

On June 1, 2003, Jin Ah Lee ("decedent") died in an automobile accident outside Flagstaff, Arizona. Decedent's parents and estate representative brought suit against three defendants: GMC, ANC, and Hong-Jun Jeon. Hong-Jun Jeon was the driver of the car when the accident occurred. GMC is the designer and manufacturer of the car. ANC is the rental

1 company that furnished the car to Jin Ah Lee. In their Complaint, Plaintiffs allege that this
2 Court has jurisdiction over their case pursuant to 28 U.S.C. § 1332(a).

3 According to the Complaint, Plaintiffs Jungil Lee, Sang Chul Lee, and Dukson Lee
4 are Korean nationals. (Doc. #28 at 2). Defendant Hong-Jun Jeon is also a Korean National.
5 *Id.* Defendant GMC is incorporated in Delaware with its principle place of business in
6 Michigan. *Id.* Defendant ANC is incorporated and has its principle place of business in
7 Florida. *Id.*

8 DISCUSSION

9 A. Burden of Proof and Standard of Review

10 "The party asserting jurisdiction has the burden of proving all jurisdictional facts."
11 *Indus. Tectonics, Inc. v. Aero Alloy*, 912 F.2d 1090, 1092 (9th Cir. 1990) (citing *McNutt v.*
12 *Gen. Motors Acceptance Corp.*, 298 U.S. 178, 189 (1936)). In effect, the Court presumes
13 lack of jurisdiction until the plaintiff proves otherwise. *Stock West, Inc. v. Confederated*
14 *Tribes*, 873 F.2d 1221, 1225 (9th Cir. 1989). The defense of lack of subject matter
15 jurisdiction may be raised at any time by the parties or the Court. *See* Fed. R. Civ. P.
16 12(h)(3).

17 B. Substantive Subject Matter Jurisdiction and Alienage

18 The issue before the Court is whether subject matter jurisdiction exists under 28
19 U.S.C. § 1332. Specifically at issue is whether diversity jurisdiction exists when foreign
20 nationals are present as both plaintiff and defendant.

21 Pursuant to 28 U.S.C. § 1332(a)(1) the Court has diversity jurisdiction over cases
22 between citizens of different states involving claims greater than \$75,000. Section 1332
23 requires complete diversity between the parties. *See, e.g., Caterpillar, Inc. v. Lewis*, 519 U.S.
24 61, 68 (1996). The citizenship of each plaintiff must be diverse from the citizenship of each
25 defendant. *Id.* This principle includes citizens from foreign countries. *Faysound Ltd. v.*
26 *United Coconut Chems.*, 878 F.2d 290, 294 (9th Cir. 1989) (citing *Cheng v. Boeing Co.*, 708
27
28

1 F.2d 1406, 1412 (9th Cir. 1983) ("Diversity jurisdiction does not encompass foreign
2 plaintiffs suing foreign defendants.")¹

3 In *Faysound*, a foreign corporation (Faysound, Ltd.) appealed the district court's
4 dismissal of its suit against its insurance company, United States Aviation Underwriters, Inc.,
5 et al. ("Insurers"). *Faysound*, 878 F.2d at 291. In its complaint, Faysound identified its
6 Insurers as "a corporation incorporated and existing under a state of the United States." *Id.*
7 at 292. However, the district court found the Insurers to be a group of eleven insurance
8 companies one of which, Zurich Insurance Company, was a Swiss corporation not
9 incorporated in the United States. *Id.* at 293. Thus, the parties in *Faysound* consisted of a
10 foreign plaintiff suing eleven defendants, ten being American and one being foreign. The
11 Ninth Circuit Court of Appeals held that complete diversity did not exist. *Id.* at 295.

12 The instant case closely resembles *Faysound*. All three plaintiffs are citizens of
13 Korea.² Defendant Hong-Jun Jeon is also a citizen of Korea. As indicated above, there is
14 not complete diversity when a plaintiff and defendant are foreign nationals. *Faysound*, 787
15 F.2d at 294. Therefore, this Court lacks subject matter jurisdiction.

16 The Court notes that in certain circumstances, a foreign plaintiff can perfect diversity
17 jurisdiction by dismissing a dispensable foreign defendant, thereby allowing the court to
18 exercise jurisdiction over the remaining citizen defendants. *See* Fed. R. Civ. P. 21; *Sams v.*
19 *Beech Aircraft Corp.*, 625 F.2d 273, 277 (9th Cir. 1980). However, in this case, Plaintiffs
20

21 ¹ There is a recognized exception to this rule. Complete diversity is not affected
22 when foreign parties are added to an action between citizens of two different states, provided
23 there is a real dispute between the citizen parties. *See* 28 USC § 1332(a)(3); *Transure, Inc.*
24 *v. Marsh & McLennan, Inc.*, 766 F.2d 1297, 1299 (9th Cir. 1985); *Dresser Industries, Inc.*
25 *v. Underwriters at Lloyd's of London*, 106 F.3d 494, 498 (3rd Cir. 1997).

26 ² Plaintiffs' complaint suggests that decedent's estate representative is a citizen of
27 the United States. (Doc. #1 at 1). However, 28 U.S.C. § 1332(c)(2) states that "the legal
28 representative of the estate of a decedent shall be deemed to be a citizen only of the same
State as the decedent" For purposes of section 1332, decedent's estate representative
is also Korean.

1 have not sought to sever the foreign defendant, nor asked this Court to retain jurisdiction over
2 only the citizen defendants. As the case is now pled, the Court lacks jurisdiction and
3 Plaintiffs have not moved to amend the complaint or dismiss the foreign defendant in such
4 a way as to give this Court jurisdiction over the remaining parties. Therefore, without
5 reaching the issue of indispensable parties, the Court will grant the motion to dismiss the
6 entire case for lack of subject matter jurisdiction.

7 CONCLUSION

8 IT IS ORDERED that Defendant General Motor Corporation's Motion to Dismiss
9 (Doc. #28), which Defendant ANC Car Rental Corporation has joined, is GRANTED. This
10 case is therefore dismissed without prejudice for lack of subject matter jurisdiction.

11 DATED this 14 day of October, 2004.

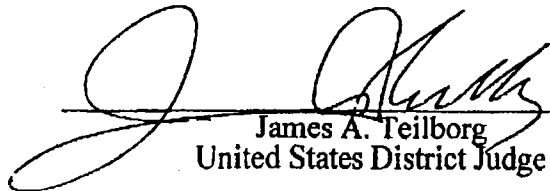
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15 James A. Teilborg
16 United States District Judge
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Exhibit A to Notice of Removal

EXHIBIT G

Exhibit A to Notice of Removal

MICHAEL S. KIMM, ESQ.
 190 MOORE STREET, SUITE 272
 HACKENSACK, NEW JERSEY 07601
 TEL: (201) 342-3377
 Attorney for Plaintiffs

JIN AH LEE, decedent, by her estate
 representative, JUNGIL LEE,
 SANG CHUL LEE and DUKSON LEE,
 by their personal representative,
 Jun Gil Lee,

Plaintiffs,

v.

ANC CAR RENTAL CORP.,
 GENERAL MOTORS CORP.,
 and HONG-JUN JEON,

Defendants.

SUPERIOR COURT OF NEW JERSEY
 Law Division: Hudson County

L-1647-05

Civil Action

FILED
TEAM #2

MAR 28 2005

SUPERIOR COURT
 OF NEW JERSEY
 COUNTY OF HUDSON
 CIVIL DIVISION #4
 Complaint with Jury Demand

Preliminary

Plaintiff Jin Ah Lee, decedent, by her authorized estate representative, Jungil Lee, plaintiff Sang-Chul Lee and plaintiff Dukson Lee, by their authorized legal representative Jungil Lee, for their complaint against defendants ANC Rental Corporation, General Motors Corporation, and Hong-Jun Jeon, allege:

The Parties

1. Plaintiff-decedent, Jin Ah Lee, was a natural person, age 22, who died in the

accident relevant to this lawsuit on June 1, 2003, at Flagstaff, Arizona.

2. Plaintiffs Sang-Chul Lee is plaintiff Jin Ah Lee's father and Dukson Lee is plaintiff Jin Ah Lee's mother. These plaintiffs sue in their own names in connection with the untimely death and loss of their daughter, including support, companionship, society, wrongful death and survivorship rights.

3. All three plaintiffs bring this action through their estate and/or personal representative, Jun Gil Lee, residing at 102 Promenade, Edgewater, New Jersey.

4. Defendant ANC Rental Corporation (acronym for "Alamo/National Car") ("Alamo"), a publicly-traded entity organized in November 1999, is the parent company of Alamo Rent a Car, National Car Rental, and Alamo Local Market, engaged in the rental car business in approximately 60 countries around the world. Its principal offices located at 200 South Andrews Avenue, Fort Lauderdale, FL 33301. At all relevant times Alamo was the owner and renter of a certain 2003 Chevrolet Malibu automobile which caused plaintiff's death. Defendant Alamo is believed to be authorized to conduct regular business in the State of Arizona and in this state and jurisdiction.

5. Defendant General Motors Corporation ("GM") is believed to be an entity organized under laws of the State of Michigan, and has its worldwide corporate

headquarters and principal offices at 767 Fifth Avenue, New York, New York. At all relevant times GM was the designer and manufacturer of the 2003 Year model Chevrolet Malibu automobile which caused plaintiff's death. Defendant GM is believed to be authorized to conduct regular business in the State of Arizona and in this state and jurisdiction.

6. Defendant Hong-Jun Jeon ("Jeon") is an alien, a national of the Republic of Korea, having his local address at 400 Mass Avenue #34, Boston, MA 02115, and his permanent address at Kangwondo kangnuen-shi kyoi-dong, Darim Apartments 1803, Republic of Korea. Defendant Jeon drove the 2003 Chevy Malibu relevant to this lawsuit and contributed to the death of plaintiff Jin Ah Lee.

Common Allegations

7. Upon information and belief, in May 2003, defendant Jeon, an alien who possessed an "international driver's license," issued by the Republic of Korea, having relatively little driving experience in the United States, rented a certain 2003 Chevrolet Malibu, four-door automobile (the "Malibu"), bearing California license plates 4LXT007, from defendant Alamo, at one of its rental locations in Las Vegas, Nevada, and drove with three passengers through the State of Arizona and elsewhere.

8. Among the four occupants of the Malibu were the driver and plaintiff Jin Ah Lee and two of their friends. Plaintiff Jin Ah Lee and a second female occupant were

seated in the rear of the car, while defendant Jeon, as the driver, was accompanied by another male in the front seats.

9. Upon information and belief, while defendant Jeon was driving through Flagstaff, Arizona, on a single-lane, two-way, level desert highway, heading westbound, defendant Jeon attempted to pass a slow-moving vehicle through the east-bound lane, in a permitted "passing" zone.

10. Upon information and belief, defendant Jeon crossed into the on-coming lane and attempted to outpace the "slower" car in the westbound lane, but was unable to do so before he saw an oncoming car. As oncoming traffic became visible, defendant Jeon attempted to slow down and maneuver the Malibu back to the westbound lane, but the Malibu lost stability, "fishtailed" out of control, and left the road surface, off the shoulder, into the unpaved dirt.

11. Upon information and belief, the Malibu failed to brake properly due to weak or small brake pads, lack of anti-lock braking system (ABS), the wheels and body vibrated extensively, bounced up and down, and the frame and body became unstable.

12. Upon information and belief, as the Malibu left the road surface and traveled in the dirt, it rolled over and sustained extensive structural damage, including the collapse of its roof, the disintegration of its frame, and the destruction of all

windows and windshields.

13. During the rollover, plaintiff Jin Ah Lee was unsafely ejected out of the passenger compartment of the vehicle. Plaintiff Jin Ah lee suffered serious physical injuries to various parts of her body.

14. Upon information and belief, the accident was observed by, among others, a physician who was traveling through the area at the time, and the physician provided emergency assistance. The police and ambulance were summoned immediately, and plaintiff Jin Ah Lee was transported by air to a hospital.

15. As doctors at Flagstaff Medical Center provided emergency care, plaintiff Jin Ah Lee died from "multiple blunt-trauma injuries" sustained in the accident. She suffered extensive pain between the time of the accident and the time of her death, several hours later.

16. Upon information and belief, the Malibu was towed to Chief's Towing in Flagstaff, Arizona, and subsequently removed by defendant Alamo to Albuquerque, New Mexico, to a facility under its exclusive control. Defendant Alamo has been requested to preserve the car.

More Particular Allegations and Claims for Relief

17. Plaintiff Jin Ah Lee's untimely death was believed to be caused by a combination of some or all of the following causes of action.

Count 1: Improper testing by GM

18. Paragraphs 1 through 17 are incorporated by reference.

19. Although GM routinely conducts dynamic rollover tests at its European operations, within the United States, GM has failed to conduct any dynamic rollover tests using anthropomorphic test-dummies, on the Malibu, among other car models, for decades now.

20. Defendant GM's failure to conduct dynamic rollover tests in the United States is part of its overall business strategy to cut costs by its management, despite its knowledge that dynamic rollover tests, as GM itself conducts at its European operations, are an effective means of gauging vehicle safety and improving vehicle and occupant safety.

21. Defendant GM's failure to implement adequate dynamic rollover tests concerning hundreds of thousands of cars made and sold in the United States generally, and of the Malibu, in particular, contributed to accident and to plaintiff Jin Ah Lee's death.

22. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

23. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public

safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 2: Improper design by GM

24. Paragraphs 1 through 17 are incorporated by reference.

25. Despite the fact defendant GM promotes the Malibu as having a “steel cage” construction to protect the passenger cabin, in fact, the subject Malibu’s passenger cabin failed to maintain the “survival space,” also known as the “non-encroachment zone,” necessary for plaintiff to have survived the relevant accident.

26. Upon information and belief, defendant GM knew or should have known that the Malibu’s “non-encroachment zone” was of inferior quality, design, and strength. The Malibu’s roof structure and the extent of deformation and crushing into the “non-encroachment zone” was needlessly more severe and extensive due to the inherent weaknesses in the roof structure. A primary reason for utilizing the weak “survival space” was part of defendant GM’s overall “cost cutting” business practice.

27. As a direct and proximate result of defendant GM’s actions and omissions, plaintiffs have sustained injuries.

28. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject

to punitive damages.

Count 3: Improper manufacturing by GM

29. Paragraphs 1 through 17 are incorporated by reference.

30. Defendant GM failed to implement appropriate welding of separate components together, in the frame and structure of the Malibu, so as to minimize roof crush.

31. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

32. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the potential risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 4: Improper design/manufacturing by GM

33. Paragraphs 1 through 17 are incorporated by reference.

34. Upon information and belief, the side windows and the rear windshield were glazed or attached inappropriately, inadequately and/or defectively. Defendant GM improperly designed and/or manufactured the Malibu in such a way as to allow the windows and windshields to separate from the body relatively easily, and thereby placed human life in unnecessary danger.

35. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

36. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 5: Improper design/manufacturing by GM

37. Paragraphs 1 through 17 are incorporated by reference.

38. Upon information and belief, the Malibu's braking system was designed or manufactured inappropriately, inadequately and/or defectively. Defendant GM knew or should have known that the car did not have safe-braking capability, due to relatively small brake-pad size, due to the lack of ABS, and due to other factors; and that the Malibu was not adequately controllable, particularly at highway speeds.

39. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.

40. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the potential risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 6: Failure to give adequate warnings by GM

41. Paragraphs 1 through 17 are incorporated by reference.
42. Defendant GM failed to give adequate warning to the public about the dangers associated with, and relating to, the Malibu, each of the foregoing safety/design/manufacturing factors, and to other factors.
43. As a direct and proximate result of defendant GM's actions and omissions, plaintiffs have sustained injuries.
44. Because defendant GM committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant GM should be subject to punitive damages.

Count 7: Acquisition, use or rental of unsafe vehicles by Alamo

45. Paragraphs 1 through 44 are incorporated by reference.
46. Upon information and belief, defendant Alamo, one of the largest car renters in the world, purchases and acquired a substantial number of Malibu cars from defendant GM.
47. Upon information and belief, defendant Alamo knew one or more of the facts alleged in plaintiffs' claims against defendant GM, concerning the Malibu's testing, design, manufacture, and safety, but nevertheless acquired a substantial

number of such cars, and promoted and rented them to the public, and thereby unnecessarily increased the likelihood of serious injury or death to persons riding in its cars, including plaintiff Jin Ah Lee.

48. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

49. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 8: Wrongful rental by Alamo

50. Paragraphs 1 through 44 are incorporated by reference.

51. Upon information and belief, defendant Alamo rented the car to defendant Jeon despite his failure to produce adequate documentation; despite his lack of driving experience; and/or despite his inappropriate age. Upon information and belief, defendant Jeon was not qualified under defendant Alamo's own rental guidelines.

52. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

53. Because defendant Alamo committed its actions or omissions knowingly,

intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 9: Failure to warn by Alamo

54. Paragraphs 1 through 44 are incorporated by reference.

55. At the time defendant Alamo rented the Malibu to defendant Jeon, Alamo knew or should have known that the car did not have ABS braking capability, and/or otherwise did not have adequate controllability, on the highway and elsewhere.

56. At all relevant times, upon information and belief, at the time of making the rental contract, defendant Alamo failed to warn defendant Jeon, plaintiff Jin Ah Lee and the other passengers of the Malibu that the car did not have certain safety devices, including ABS braking capability.

57. Upon information and belief, defendant Alamo failed to warn of other safety measures and thereby contributed to plaintiff Jin Ah Lee's injuries and death.

58. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

59. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject

to punitive damages.

Count 10: Entrustment of dangerous instrumentality by Alamo

60. Paragraphs 1 through 44 are incorporated by reference.

61. Upon information and belief, defendant Alamo wrongfully entrusted a dangerous instrumentality, the Malibu, to defendant Jeon, and contributed to the unnecessary death of plaintiff Jin Ah Lee.

62. As a direct and proximate result of defendant Alamo's actions and omissions, plaintiffs have sustained injuries.

63. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of the risks to public safety as well as the safety of plaintiff Jin Ah Lee, defendant Alamo should be subject to punitive damages.

Count 11: Contract insurer of Jeon

64. Paragraphs 1 through 44 are incorporated by reference.

65. At all relevant times, Alamo or another insurance carrier underwrote a certain liability insurance policy affecting the rental/car in issue.

66. Such carrier is liable to the same extent as defendant Jeon's liability, discussed below.

67. Despite repeated demands for policy claim information and payment,

defendant Alamo has failed and refused to pay on such policy and has failed to even provide basic policy information.

68. Defendant Alamo is liable for such policy value.

69. Because defendant Alamo committed its actions or omissions knowingly, intentionally, willfully, wantonly, and/or in reckless disregard of its obligations as an insurance company, defendant Alamo should be subject to punitive damages for bad faith insurance practices.

Count 12: Negligent driving by Jeon

70. Paragraphs 1 through 63 are incorporated by reference.

71. Upon information and belief, defendant Jeon, unaware that he was driving a car with various testing/design/manufacturing and safety problems, was negligent in his operation of the subject Malibu. Defendant Jeon's actions and omissions contributed to the other defendants' actions and omissions.

72. As a direct and proximate result of defendant Jeon's actions, plaintiffs have sustained injuries.

WHEREFORE, plaintiffs demand:

A. appropriate compensatory damages in a sum to be determined at trial, for pain and suffering, loss of income, loss of society and survivorship rights, and wrongful death, to the parents of Jin Ah Lee on behalf of Jin Ah Lee and themselves,

against all defendants, individually and jointly and severally; and

B. appropriate punitive damages in a sum to be determined at trial,
against all defendants, individually and jointly and severally; and

C. appropriate costs and attorney's fees; and

D. any other relief the Court deems just and proper under the
circumstances.

Jury Demand

Plaintiffs hereby request a trial by jury.

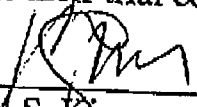
R. 4:5-1 Certification

This action was previously filed in the United States District Court for the District of Arizona, at Phoenix, where the court dismissed the action for lack of subject matter jurisdiction due to the presence of aliens on both sides; which dismissal order is currently on appeal before the Ninth Circuit United States Court of Appeals. Other than this matter, plaintiffs certify that the subject matter of this action is not pending or likely to be filed in any other court or arbitration tribunal.

Trial Counsel Designation

Plaintiffs designate Michael S. Kimm, Esq., as their trial counsel.

Dated: March 25, 2005



Michael S. Kimm
Attorney for plaintiffs

EXHIBIT 6

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

Judge Fred Newton

Division 2

July 14, 2005

Kathy Sandstrom, Judicial Assistant

NOTICE

JIN AH LEE, decedent, by her estate)
representative, Jungil Lee,)
Sang Chui Lee, decedent's father)
and Dukson Lee, decedent's)
mother)

Plaintiff(s).

Case No. CV 2005-307

vs.

ANC Car Rental Corp. General)
Motors Corp., and Hong-Jun Jeon)

Defendants.

Notice: Case Management Conference

IT IS ORDERED scheduling a case management conference
on:

Date: September 26, 2005

Time: 9:15 a.m.

Location: Division 2 Courtroom before the Hon. Fred Newton

Telephone No. (928)779-6598 Time set aside: 15 minutes

IT IS FURTHER ORDERED that all attorneys and all parties representing themselves shall appear with authority to make stipulations regarding Alternative Dispute Resolution (ADR) and scheduling. **Telephonic appearances must be arranged through the Judicial Assistant and should the need for a conference call arise, counsel for Plaintiff is responsible for arranging and initiating any telephonic conference calls.**

- ☐ All attorneys shall appear with their clients.
- ☒ All attorneys shall appear. Their clients may appear.
- ☐ The ADR Director shall appear.

1. The Court will discuss ADR and set applicable deadlines.
2. If ADR is not pursued, the Court may schedule discovery, disclosure, and any other matters necessary to assist the litigants.
3. Parties and counsel shall bring a schedule of their availability so that firm dates can be set. Once deadlines and hearings are set, they shall not be continued without a hearing.
4. Not later than five working days prior to the date of the case management conference, the parties shall confer to discuss a) ADR, b) deadlines for disclosure, close of discovery, and dispositive motions; c) approximate time lines for a settlement conference.

cc: Michael S. Kimm, Esq. 190 Moore Street, Suite 272, Hackensack, New Jersey 07601
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G. Peter Spiess, Esq. Spiess & Associates, P.C. 420 West Roosevelt Street, Phoenix,
AZ 85003
Michael J. Skousen, Esq. Skousen, Skousen, Gulbrandsen & Patience, P.C.
414 East Southern Avenue, Mesa, AZ 85204
ADR Coordinator
Docket

EXHIBIT 7

JPL

Quarles & Brady LLP
Firm State Bar No. 00443101
One South Church Avenue
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Tucson, Arizona 85701-1621
TELEPHONE 520.770.8700

Attorneys for Defendant Alamo Rent A Car, LLC
Timothy M. Medcoff (#019204)

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

JIN AH LEE, Decedent, by her estate
representative, JUNGIL LEE, SANG
CHUL LEE, Decedent's father, and
DUKSON LEE, Decedent's mother,

Plaintiffs,

vs.

ANC CAR RENTAL CORP., GENERAL
MOTORS CORP., and HONG-JUN JEON,

Defendants.

CASE NO. CV-20050307

**ALAMO RENT A CAR, LLC'S
ANSWER TO COMPLAINT AND
JURY DEMAND**

Assigned to The Honorable Fred
Newton

Defendant Alamo Rent A Car, LLC, wrongfully sued as ANC Rental Corp.
("Alamo"), for its Answer to Plaintiffs' Complaint, admits, denies and alleges as follows:

PRELIMINARY

Alamo is without knowledge or information sufficient to form a belief as to the
truth of the allegations in the preliminary statement of the Complaint and therefore denies
the same and demands strict proof that Jungil Lee, Sang-Chul Lee and Dukson Lee are the
authorized legal representatives or estate representatives for Jin Ah Lee, the decedent.

THE PARTIES

1. Alamo admits that Jin Ah Lee died in a one car rollover accident on June 1,
2003 near Flagstaff, Arizona. Alamo is without knowledge or information sufficient to

1 form a belief as to the truth of the remaining allegations in Paragraph 1 of the Complaint
2 and denies the same and demands strict proof thereof.

3 2. Alamo is without knowledge or information sufficient to form a belief as to
4 the truth of the allegations in Paragraph 2 of the Complaint, and therefore denies the same
5 and demands strict proof thereof.

6 3. Responding to the allegations in Paragraph 3 of the Complaint, Alamo
7 admits that it was an entity authorized to conduct business in the State of Arizona and that
8 Alamo rented the 2003 Chevrolet Malibu which was involved in the one car rollover
9 accident near Flagstaff, Arizona on June 1, 2003. Alamo further admits that it had its
10 principal place of business in the State of Florida.

11 4. Alamo is without knowledge or information sufficient to form a belief as to
12 the truth of the allegations in Paragraph 4 of the Complaint, and therefore denies the same
13 and demands strict proof thereof.

14 5. Alamo is without knowledge or information sufficient to form a belief as to
15 the truth of the allegations in Paragraph 5 of the Complaint, and therefore denies the same
16 and demands strict proof thereof.

17 JURISDICTION AND VENUE

18 6. In response to the allegations in Paragraph 6 of the Complaint, Alamo
19 admits that the automobile crash which gives rise to this Complaint occurred near
20 Coconino County, Arizona.

21 COMMON ALLEGATIONS

22 7. In response to the allegations in Paragraph 7 of the Complaint, Alamo
23 alleges that Arizona Accident Report 2003-04 3602 (the "Report") says Hong-Jun Jeon
24 was driving with three passengers in a 2003 Chevrolet Malibu, VIN
25 1G1ND52J63M519959, license plate number 4XLT007. Alamo further alleges that,
26 based on the "SDM" equipped on the 2003 Malibu, the Malibu was traveling in excess of

1 90 mph shortly before or during the accident. Alamo is without sufficient information to
2 determine the truth or falsity of the remaining allegations of Paragraph 7, and denies the
3 same.

4 8. Alamo is without knowledge or information sufficient to form a belief as to
5 the truth of the allegations in Paragraph 8 of the Complaint, and therefore denies the same
6 and demands strict proof thereof.

7 9. Alamo is without knowledge or information sufficient to form a belief as to
8 the truth of the allegations in Paragraph 9 of the Complaint, and therefore denies the same
9 and demands strict proof thereof.

10 10. Alamo is without knowledge or information sufficient to form a belief as to
11 the truth of the allegations in Paragraph 10 of the Complaint, and therefore denies the
12 same and demands strict proof thereof.

13 11. Alamo is without knowledge or information sufficient to form a belief as to
14 the truth of the allegations in Paragraph 11 of the Complaint, and therefore denies the
15 same and demands strict proof thereof.

16 12. Alamo is without knowledge or information sufficient to form a belief as to
17 the truth of the allegations in Paragraph 12 of the Complaint, and therefore denies the
18 same and demands strict proof thereof.

19 13. Alamo is without knowledge or information sufficient to form a belief as to
20 the truth of the allegations in Paragraph 13 of the Complaint, and therefore denies the
21 same and demands strict proof thereof.

22 14. Alamo is without knowledge or information sufficient to form a belief as to
23 the truth of the allegations in Paragraph 14 of the Complaint, and therefore denies the
24 same and demands strict proof thereof.

25

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1 15. Alamo is without knowledge or information sufficient to form a belief as to
2 the truth of the allegations in Paragraph 15 of the Complaint, and therefore denies the
3 same and demands strict proof thereof.

4 16. In response to the allegations in Paragraph 16 of the Complaint, Alamo
5 alleges that the Report says the Malibu was towed to Chief's Towing in Flagstaff,
6 Arizona. Alamo further admits that it subsequently moved the Malibu to Albuquerque,
7 New Mexico, and shrink wrapped and covered the Malibu.

8 17. Alamo denies the allegations in Paragraph 17 of the Complaint.

9 **Count 1: Improper testing by GM**

10 18. Alamo incorporates by reference its responses to paragraphs 1 through 17 as
11 if fully restated herein.

12 19. The allegations in Paragraph 19 of the Complaint are directed to a Co-
13 Defendant and therefore, no response is required from Alamo. To the extent a response is
14 required, Alamo alleges that it is without knowledge or information sufficient to form a
15 belief as to the truth of the allegations and therefore denies the same and demands strict
16 proof thereof.

17 20. The allegations in Paragraph 20 of the Complaint are directed to a Co-
18 Defendant and therefore, no response is required from Alamo. To the extent a response is
19 required, Alamo alleges that it is without knowledge or information sufficient to form a
20 belief as to the truth of the allegations and therefore denies the same and demands strict
21 proof thereof.

22 21. The allegations in Paragraph 21 of the Complaint are directed to a Co-
23 Defendant and therefore, no response is required from Alamo. To the extent a response is
24 required, Alamo alleges that it is without knowledge or information sufficient to form a
25 belief as to the truth of the allegations and therefore denies the same and demands strict
26 proof thereof.

Exhibit A to Notice of Removal

22. The allegations in Paragraph 22 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

23. The allegations in Paragraph 23 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

Count 2: Improper design by GM

24. Alamo incorporates by reference its responses to paragraphs 1 through 23 as if fully restated herein.

25. The allegations in Paragraph 25 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

26. The allegations in Paragraph 26 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

27. The allegations in Paragraph 27 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a

1 belief as to the truth of the allegations and therefore denies the same and demands strict
2 proof thereof.

3 28. The allegations in Paragraph 28 of the Complaint are directed to a Co-
4 Defendant and therefore, no response is required from Alamo. To the extent a response is
5 required, Alamo alleges that it is without knowledge or information sufficient to form a
6 belief as to the truth of the allegations and therefore denies the same and demands strict
7 proof thereof.

8 **Count 3: Improper manufacturing by GM**

9 29. Alamo incorporates by reference its responses to paragraphs 1 through 28 as
10 if fully restated herein.

11 30. The allegations in Paragraph 30 of the Complaint are directed to a Co-
12 Defendant and therefore, no response is required from Alamo. To the extent a response is
13 required, Alamo alleges that it is without knowledge or information sufficient to form a
14 belief as to the truth of the allegations and therefore denies the same and demands strict
15 proof thereof.

16 31. The allegations in Paragraph 31 of the Complaint are directed to a Co-
17 Defendant and therefore, no response is required from Alamo. To the extent a response is
18 required, Alamo alleges that it is without knowledge or information sufficient to form a
19 belief as to the truth of the allegations and therefore denies the same and demands strict
20 proof thereof.

21 32. The allegations in Paragraph 32 of the Complaint are directed to a Co-
22 Defendant and therefore, no response is required from Alamo. To the extent a response is
23 required, Alamo alleges that it is without knowledge or information sufficient to form a
24 belief as to the truth of the allegations and therefore denies the same and demands strict
25 proof thereof.
26

Count 4: Improper design/manufacturing by GM

33. Alamo incorporates by reference its responses to paragraphs 1 through 32 as if fully restated herein.

34. The allegations in Paragraph 34 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

35. The allegations in Paragraph 35 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

36. The allegations in Paragraph 36 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

Count 5: Improper design/manufacturing by GM

37. Alamo incorporates by reference its responses to paragraphs 1 through 36 as if fully restated herein.

38. The allegations in Paragraph 38 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies the same and demands strict proof thereof.

1 39. The allegations in Paragraph 39 of the Complaint are directed to a Co-
2 Defendant and therefore, no response is required from Alamo. To the extent a response is
3 required, Alamo alleges that it is without knowledge or information sufficient to form a
4 belief as to the truth of the allegations and therefore denies the same and demands strict
5 proof thereof.

6 40. The allegations in Paragraph 40 of the Complaint are directed to a Co-
7 Defendant and therefore, no response is required from Alamo. To the extent a response is
8 required, Alamo alleges that it is without knowledge or information sufficient to form a
9 belief as to the truth of the allegations and therefore denies the same and demands strict
10 proof thereof.

11 **Count 6: Failure to give adequate warnings by GM**

12 41. Alamo incorporates by reference its responses to paragraphs 1 through 40 as
13 if fully restated herein.

14 42. The allegations in Paragraph 42 of the Complaint are directed to a Co-
15 Defendant and therefore, no response is required from Alamo. To the extent a response is
16 required, Alamo alleges that it is without knowledge or information sufficient to form a
17 belief as to the truth of the allegations and therefore denies the same and demands strict
18 proof thereof.

19 43. The allegations in Paragraph 43 of the Complaint are directed to a Co-
20 Defendant and therefore, no response is required from Alamo. To the extent a response is
21 required, Alamo alleges that it is without knowledge or information sufficient to form a
22 belief as to the truth of the allegations and therefore denies the same and demands strict
23 proof thereof.

24 44. The allegations in Paragraph 44 of the Complaint are directed to a Co-
25 Defendant and therefore, no response is required from Alamo. To the extent a response is
26 required, Alamo alleges that it is without knowledge or information sufficient to form a

1 belief as to the truth of the allegations and therefore denies the same and demands strict
2 proof thereof.

3 **Count 7: Acquisition, use or rental of unsafe vehicles by Alamo**

4 45. Alamo incorporates by reference its responses to paragraphs 1 through 44 as
5 if fully restated herein.

6 46. Responding to the allegations in Paragraph 46 of the Complaint, Alamo
7 admits that it had a number of Malibu cars in its fleet over the years.

8 47. Alamo denies the allegations in Paragraph 47 of the Complaint.

9 48. Alamo denies the allegations in Paragraph 48 of the Complaint.

10 49. Alamo denies the allegations in Paragraph 49 of the Complaint.

11 **Count 8: Wrongful rental by Alamo**

12 50. Alamo incorporates by reference its responses to paragraphs 1 through 49 as
13 if fully restated herein.

14 51. Alamo admits that it rented the Malibu to Co-Defendant Jeon. Alamo
15 denies the remaining allegations in Paragraph 51 of the Complaint.

16 52. Alamo denies the allegations in Paragraph 52 of the Complaint.

17 53. Alamo denies the allegations in Paragraph 53 of the Complaint.

18 **Count 9: Failure to warn by Alamo**

19 54. Alamo incorporates by reference its responses to paragraphs 1 through 53 as
20 if fully restated herein.

21 55. Alamo denies the allegations in Paragraph 55 of the Complaint.

22 56. Alamo denies the allegations in Paragraph 56 of the Complaint.

23 57. Alamo denies the allegations in Paragraph 57 of the Complaint.

24 58. Alamo denies the allegations in Paragraph 58 of the Complaint.

25 59. Alamo denies the allegations in Paragraph 59 of the Complaint.

26

Count 10: Entrustment of dangerous instrumentality by Alamo

60. Alamo incorporates by reference its responses to paragraphs 1 through 59 as if fully restated herein.

61. Alamo denies the allegations in Paragraph 61 of the Complaint.

62. Alamo denies the allegations in Paragraph 62 of the Complaint.

63. Alamo denies the allegations in Paragraph 63 of the Complaint.

Count 11: Contract insurer of Jeon

64. Alamo incorporates by reference its responses to paragraphs 1 through 63 as if fully restated herein.

65. Responding to the allegations in Paragraph 65 of the Complaint, Alamo objects to any allegations in the Complaint referencing automobile insurance or coverage.

66. Responding to the allegations in Paragraph 66 of the Complaint, Alamo objects to any allegations in the Complaint referencing automobile insurance or coverage.

67. Responding to the allegations in Paragraph 67 of the Complaint, Alamo objects to any allegations in the Complaint referencing automobile insurance or coverage.

68. Responding to the allegations in Paragraph 68 of the Complaint, Alamo objects to any allegations in the Complaint referencing automobile insurance or coverage.

69. Responding to the allegations in Paragraph 69 of the Complaint, Alamo objects to any allegations in the Complaint referencing automobile insurance or coverage.

Count 12: Negligent driving by Jeon

70. Alamo incorporates by reference its responses to paragraphs 1 through 69 as if fully restated herein.

71. Alamo alleges that the allegations in Paragraph 71 of the Complaint are directed to a Co-Defendant and therefore, no response is required from Alamo. To the extent a response is required, Alamo alleges that it is without knowledge or information

1 sufficient to form a belief as to the truth of the allegations and therefore denies the same
2 and demands strict proof thereof.

3 72. Alamo alleges that the allegations in Paragraph 72 of the Complaint are
4 directed to a Co-Defendant and therefore, no response is required from Alamo. To the
5 extent a response is required, Alamo alleges that it is without knowledge or information
6 sufficient to form a belief as to the truth of the allegations and therefore denies the same
7 and demands strict proof thereof.

8 GENERAL DENIAL

9 73. Alamo denies each and every allegation of the Complaint not expressly
10 admitted herein. Alamo further denies that Plaintiffs have been damaged as alleged in the
11 Complaint or at all.

12 AFFIRMATIVE ALLEGATIONS AND DEFENSES

13 74. Alamo alleges that the Complaint, and each claim for relief therein set forth,
14 fails to state a claim against Alamo upon which relief can be granted.

15 75. Alamo affirmatively alleges that Plaintiffs are not the real party in interest or
16 lack the capacity and/or standing to bring the claims asserted in the Complaint on behalf
17 of Jin Ah Lee, the decedent.

18 76. Alamo affirmatively alleges that Plaintiffs' injuries and damages, if any,
19 were caused or contributed to or by the negligence of Plaintiffs' decedent, or Plaintiffs'
20 agents, or employees, or the joint or concurrent negligence of Plaintiffs' decedent, agents
21 or employees, and/or other persons, firms, corporations, or body politics over whom
22 Alamo had no control or right of control, and that this comparative negligence bars any
23 recovery by Plaintiffs.

24 77. Alamo affirmatively alleges that Plaintiffs' damages, if any, must be reduced
25 by the comparative fault of Plaintiffs' decedent, and any other persons, including
26 responsible non-parties pursuant to A.R.S. § 12-501, *et seq.*

1 78. Alamo affirmatively alleges that Plaintiffs' recovery of damages and losses,
2 if any, must be reduced by the amounts received from collateral sources.

3 79. Alamo affirmatively alleges that the acts or omissions, if any, of Alamo
4 were not a substantial factor in bringing about the alleged injuries and, therefore, were not
5 a contributing cause thereof, but were superseded by the acts and omissions of others,
6 which were sole or independent, intervening and proximate causes of any such injuries or
7 damages allegedly suffered.

8 80. Upon information and belief, Alamo affirmatively alleges that the Malibu
9 conformed with the state of the art at the time it was sold.

10 81. Upon information and belief, Alamo affirmatively alleges that the proximate
11 cause of the incident giving rise to this action was a use of the vehicle which was for a
12 purpose, in a manner, or in an activity other than that which was reasonably foreseeable,
13 or was contrary to any express and adequate instructions or warnings appearing on or
14 attached to or delivered with the vehicle about which Plaintiffs' decedent, agents and/or
15 employees knew, or in the exercise of reasonable diligence, should have known.

16 82. Alamo affirmatively alleges that all of the activities and negligence of
17 Plaintiffs' decedent, whether individually or jointly, which prevent their recovery of
18 damages in this action are imputed to all Plaintiffs, barring their recovery of any damages.

19 83. Alamo affirmatively alleges that Plaintiffs failed to mitigate their damages.

20 84. Alamo affirmatively alleges that the State of Arizona's judicially created
21 definitions and standards for determining whether there has been an actionable failure to
22 warn are unconstitutional in that, among other things, they are void for vagueness and an
23 undue burden upon interstate commerce, as well as an impermissible effort to regulate in
24 an area that has previously been preempted by the federal government.

25 85. Alamo affirmatively alleges that Plaintiffs' claims are barred by the doctrine
26 of laches and spoliation of evidence.

1 Original and one copy of the foregoing
2 mailed for filing with the Clerk of the Court

3 and

4 Copy of the foregoing mailed this
5 16th day of July, 2007 to:

6 Michael S. Kimm, Esq.
7 190 Moore Street, Suite 272
8 Hackensack, NJ 07601
9 Attorneys for Plaintiffs

10 Thomas M. Klein, Esq.
11 Abram N. Bowman, Esq.
12 Bowman and Brooke LLP
13 Suite 1600 Phoenix Plaza
14 2901 North Central Avenue
15 Phoenix, AZ 85012
16 Attorneys for Defendant General Motors Corporation

17 G. Peter Spiess, Esq.
18 Spiess & Associates, PC
19 420 West Roosevelt Street
20 Phoenix, AZ 85701
21 Attorneys for Defendant Hong-Jun Jeon

22
23
24
25
26


EXHIBIT 8

DEBORAH YOUNG, CLERK
BY DEPUTY
05 JUL 18 PM 4:02

Quarles & Brady Streich Lang LLP
Firm State Bar No. 00443101
One South Church Avenue
Suite 1700
Tucson, Arizona 85701-1621
TELEPHONE 520.770.8700

Attorneys for Defendant
ANC Rental Corp.
Raymond R. Cusack (#013509)
Timothy M. Medcoff (#019204)

**IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
COCONINO COUNTY**

JIN AH LEE, Decedent, by her estate
representative, JUNGIL LEE, SANG
CHUL LEE, Decedent's father, and
DUKSON LEE, Decedent's mother,

Plaintiffs,

vs.

ANC CAR RENTAL CORP., GENERAL
MOTORS CORP., and HONG-JUN JEON,

Defendants.

NO. CV-20050307

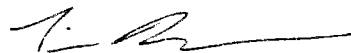
**DEFENDANT ANC RENTAL
CORP.'S JOINDER TO GENERAL
MOTORS CORPORATION'S
MOTION TO DISMISS AND/OR
STAY**

The Honorable Fred Newton

Defendant ANC Rental Corp. ("ANC"), by and through its undersigned attorneys,
hereby joins in General Motors Corporation's Motion to Dismiss and/or Stay this
proceeding for the reasons set forth in General Motors Corporation's Motion.

RESPECTFULLY SUBMITTED this 14 day of July, 2005.

QUARLES & BRADY STREICH LANG LLP
One South Church Avenue
Suite 1700
Tucson, AZ 85701-1621

By 
Raymond R. Cusack
Timothy M. Medcoff

Attorneys for Defendant
ANC Car Rental Corp.

Original and one copy
of the foregoing filed with
the Clerk of the Court
and
Copy of the foregoing
mailed this 14 day of
July, 2005 to:

Thomas M. Klein, Esq.
Jo Ana Saint-George, Esq.
Bowman and Brooke LLP
Suite 1600 Phoenix Plaza
2901 North Central Avenue
Phoenix, AZ 85012
Attorneys for Defendant GM Corporation

G. Peter Spiess, Esq.
Spiess & Associates, PC
420 West Roosevelt Street
Phoenix, AZ 85701
Attorneys for Defendant Hong-Jun Jeon

Michael S. Kimm, Esq.
190 Moore Street
Suite 272
Hackensack, NJ 07601
Attorneys for Plaintiffs

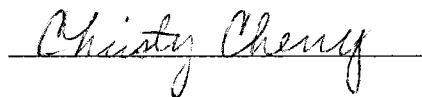



EXHIBIT 9

MICHAEL J. SKOUSEN, #011982
SKOUSEN, SKOUSEN,
GULBRANDSEN & PATIENCE, P.C.
414 EAST SOUTHERN AVENUE
MESA, ARIZONA 85204
TEL: 480-833-8800
Attorneys for Plaintiff

DEBORAH YOUNG, CLERK
BY 
2005 JUL 29 AM 11:50
FILED

THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

-----X		
JIN AH LEE decedent, by her estate	:	
representative, JUNGIL LEE,	:	
SANG CHUL LEE and DUKSON LEE,	:	
by their personal representative,	:	No. CV 2005-0307
JUN GIL LEE,	:	
Plaintiff,	:	
	:	
v.	:	
	:	
ANC CAR RENTAL CORP.,	:	Proof of Service
GENERAL MOTORS CORP.,	:	
and HONG-JUN JEON,	:	
Defendants.	:	
-----X		

Defendant General Motors was served as stated in the annexed Officer's Certificate.

Exhibit A to Notice of Removal

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE☒ **OFFICER CERTIFICATE**☐ **AFFIDAVIT OF PROCESS SERVER****OR**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notary not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notary required)

☒ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,
together with _____ on the defendant(s):

Attachment

Name(s) <i>General Motors Corp by Serving registered agent Corporation Co & Karen Clower</i>	Complete address(es) of service <i>30600 Telegraph Bingham Farms</i>	Day, date, time <i>Tuesday 6-28-05 1:30pm</i>

After diligent search and inquiry, I have been unable to find and serve the following defendant(s): _____

I have made the following efforts in attempting to serve process:

I have personally attempted to serve the summons and complaint, together with _____
Attachment

at _____ and have been unable to complete service because
Address
the address was incorrect at the time of filing.

Service fee \$ <i>18</i>	Miles Traveled	Mileage fee \$ <i>13</i>	Total fee \$ <i>31</i>
-----------------------------	----------------	-----------------------------	---------------------------

Signature *Shawn Stankewitz*Title *DCSD Deputy* County, Michigan.Subscribed and sworn to before me on *6-28-05*

Date

My commission expires: *8-3-05* Signature: _____

Date

Deputy court clerk/Notary public

MAUREEN V. HOWARD

Notary Public, Oakland County, Michigan
Commission Expires August 3, 2005**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint and required fees, if any, together with:

_____ on _____

Attachment

Day, date, time

_____ on behalf of _____
Signature

EXHIBIT 10

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

Judge Fred Newton
Division 2

August 8, 2005

Kathy Sandstrom, Judicial Assistant

NOTICE

JIN AH LEE, decedent, by her estate)
representative, Jungil Lee,)
Sang Chui Lee, decedent's father)
and Dukson Lee, decedent's)
mother)

Plaintiff(s),)

Case No. CV 2005-307

vs.)

ANC Car Rental Corp. General)
Motors Corp., and Hong-Jun Jeon)

Defendants.)

Notice: Motion to Dismiss and/or Stay

Action: Motion to Dismiss and/or Stay

The Court is in receipt of the Defendants' Motions to Dismiss and/or Stay submitted by GM Corporation and ANC Rental Corporation. No response was filed by the Plaintiffs;

IT IS THEREFORE ORDERED granting the Defendants' request to stay the proceedings in this matter.

IT IS FURTHER ORDERED vacating the case management conference set on September 26, 2005 and resetting the same to Monday, January 30, 2006 at the hour of 9:30 a.m. in Division 2. Counsel may appear telephonically by contacting the court at 928-779-6598.

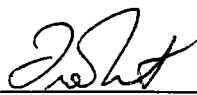

Fred Newton, Judge

Exhibit A to Notice of Removal

cc: Raymond R. Cusack, Esq. Quarles, Brady, Streich & Lang, One South Church
Avenue, Suite 1700, Phoenix, Arizona 85701

Thomas M. Klein, Esq. Bowman and Brooke, L.L.P. 2901 No. Central Avenue,
Suite 1600, Phoenix Plaza, Phoenix, AZ 85012

Michael J. Skousen, Esq. Skousen, Skousen, Gulbrandsen & Patience, P.C.
414 East Southern Avenue, Mesa, AZ 85204

Docket

Exhibit A to Notice of Removal

EXHIBIT 11

Thomas M. Klein (State Bar No. 010954)
 Abram N. Bowman (State Bar No. 023112)
 BOWMAN AND BROOKE LLP
 Suite 1600 Phoenix Plaza
 2901 North Central Avenue
 Phoenix, Arizona 85012
 (602) 643-2300
 (602) 248-0947 - Fax

DEBORAH YOUNG, CLERK
 BY MB DEPUTY
 05 AUG 18 PM 1 59

FILED

Attorneys for Defendant GM Corporation

SUPERIOR COURT OF ARIZONA

COCONINO COUNTY

Jin Ah Lee, decedent, by her estate
 representative, Jungil Lee,
 Sang Chul Lee, decedent's father,
 and Dukson Lee, decedent's mother,

Case No. CV-20050307

Plaintiff,

STIPULATION TO STAY THE ACTION

v.

(Assigned to Honorable Fred Newton)

ANC Car Rental Corp., General Motors Corp.,
 and Hong-Jun Jeon,

Defendants.

The undisputed parties, by and through their respective counsel of record, and
 subject to the approval of this court, hereby stipulate that this matter be stayed pending
 the resolution of two previously filed duplicative actions currently pending in the Ninth
 Circuit Court of Appeals and in the Superior Court of New Jersey.

DATED this 11th day of August, 2005.

BOWMAN AND BROOKE LLP

MICHAEL S. KIMM, ESQ.

By: Thomas M. Klein

By: Michael S. Kimm

Thomas M. Klein
 Abram N. Bowman
 2901 N. Central Avenue, Suite 1600
 Phoenix, Arizona 85012
 Attorneys for Defendant
 General Motors Corporation


Michael S. Kimm
 190 Moore Street, Suite 272
 Hackensack, NJ 07601
 Attorneys for Plaintiffs

Exhibit A to Notice of Removal

1 SKOUSEN, SKOUSEN,
2 GULBRADENSEN & PATIENCE, P.C.

QUARLES, BRADY, STREICH & LANG

3
4 By:

 for
Michael J. Skousen
414 East Southern Avenue
Mesa, AZ 85204
Attorneys for Plaintiffs

By:

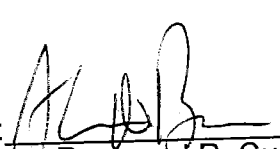
 for
Raymond R. Cusack
Timothy M. Medcoff
One South Church Ave, Suite 1700
Tucson, AZ 85701
Attorneys for Defendant
ANC Rental Corp.

EXHIBIT 12

Exhibit A to Notice of Removal

DEBORAH YOUNG, CLERK

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

66 FEB -2 PM 4:33

Fred Newton, Judge
Division 2
Date: January 30, 2006

Deborah Young, Clerk
Kathy Hieb, Deputy Clerk

MINUTE ENTRY

JIN AH LEE, decedent, by her estate
representative, Jungil Lee; Sang Chui
Lee, decedent's father; and Dukson Lee,
decedent's mother,

Plaintiff's

vs.

**ANC CAR RENTAL CORP; GENERAL
MOTORS CORP; and HONG-JUN JEON,**

Defendant.

Cause No. CV 2005-0307

ACTION: Case Management Conference

APPEARANCES: Counsel, Thomas Klein, appearing telephonically on behalf of Defendant GM Corporation. Counsel, Timothy Medcoff, appearing telephonically on behalf of Defendant ANC Car Rental Corporation.

Court convenes at 9:30 a.m.

The Court notes that duplicative actions were filed in other jurisdictions. A stay was granted in this case on August 8, 2005.

Attorney Klein notes that the federal case is pending in the 9th Circuit Court, and requests that the Coconino County case remain open.

Attorney Medcoff concurs.

IT IS ORDERED placing this case on the inactive calendar.

Counsel may reactivate the case if needed by filing the appropriate documents.

Lee v ANC Rental Car Corp.
Cause No. CV 2005-0307
January 30, 2006

The parties may notify the Court should they wish to have a Case Management Conference.

Court adjourns at 9:35 a.m.

cc: Timothy Medcoff - Quarles & Brady Streich Lang, LLP - One S. Church St., Ste. 1700, Tucson, Arizona 85701
Thomas Klein - Bowman & Brooke, LLP - 2901 N. Central Ave., Ste 1600, Phoenix Plaza, Phoenix, Arizona 85012
Michael J. Skousen - Skousen, Skousen, Gulbrandsen & Patience, PC - 414 E. Southern Ave., Mesa, Arizona 85204
Michael S. Kim, 190 Moore St., Ste 272, Hackensack, NJ 07601

PA 2/2/06

EXHIBIT 13

THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

JIN AH LEE decedent, by her estate
representative, JUNGIL LEE,
SANG CHUL LEE and DUKSON LEE,
by their personal representative,
JUN GIL LEE,

Plaintiffs,

v.

ANC CAR RENTAL CORP.,
GENERAL MOTORS CORP.,
and HONG-JUN JEON,
Defendants.

No. CV 2005-0307

Notice of substitution of attorney

PLEASE TAKE NOTICE that plaintiffs have substituted their local counsel of record

as follows:

Withdrawing:

Michael J. Skousen, Esq.
Skousen, Skousen, Gulbrandsen & Patience, PC
414 East Southern Avenue
Mesa, AZ 85204

Superseding:

John Trebon, Esq.
308 N. Agassiz
Flagstaff, AZ 86001

Dated: July 24, 2007

Michael J. Skousen

John Trebon

1 The original of the foregoing was delivered
2 this 24th day of July, 2007, to:

3 Clerk of Court
4 Coconino County Superior Court
5 200 N. San Francisco Street
6 Flagstaff, AZ 86001

7 And a copy delivered to:

8 Honorable Fred Newton
9 Coconino County Superior Court Judge, Division II

10 And to:

11 Timothy M. Medcoff
12 Quarles & Brady LLP
13 One South Church Avenue, Suite 1700
14 Tucson, AZ 85701-1621
15 *Attorneys for Defendant ANC Rental Corp.*

16 Thomas Klein, Esq.
17 Abram Bowman, Esq.
18 Bowman and Brooke, LLP
19 2929 North Central Avenue, Suite 1700
20 Phoenix, AZ 85012
21 *Attorneys for Defendant General Motors Corp.*

22 G. Peter Spiess
23 Spiess & Associates PC
24 420 West Roosevelt Street
25 Phoenix, AZ 85003
26 *Attorney for Defendant Hong-Jun Jeon*

27 Michael J. Skousen, Esq.
28 Skousen, Skousen, Gulbrandsen & Patience, PC
29 414 East Southern Avenue
30 Mesa, AZ 85204

And mailed to:

Michael S. Kimm

By:

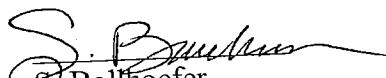

S. Bollhoefer

EXHIBIT 14

JPB

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

Judge Fred Newton

Division 2

February 8, 2007

Kathy Sandstrom, Judicial Assistant

NOTICE

JIN AH LEE, decedent, by her estate)
representative, Jungil Lee; Sang Chui)
Lee, decedent's father; and)
Dukson Lee, decedent's mother)

Case No. CV 2005-0307

Plaintiff(s),

vs.

ANC CAR RENTAL CORP. ;
GENERAL MOTORS CORP. and
Hong-Jun Jeon,

Defendants.

Action: Case Management Conference

This matter was placed on the Court's inactive calendar on January 30, 2006;

IT IS ORDERED setting case management conference on Monday, April 9, 2007 at the hour of 10:30 a.m. in Division 2. Counsel may appear telephonically by contacting the court at 928-779-6598.

cc: Thomas M. Klein, Esq. Bowman and Brooke, L.L.P. Suite 1600, Phoenix Plaza, 2901
No. Central Avenue, Phoenix, AZ 85012
Michael S. Kimm, Esq. 190 Moore Street, Suite 272, Hackensack, NJ 07601
Michael J. Skousen, Esq. 414 East Southern Avenue, Mesa, AZ 85204
Raymond R. Cusack, Esq. One South Church Avenue, Suite 1700, Tucson, AZ 85701
Docket

EXHIBIT 15



JPE

Thomas M. Klein (State Bar No. 010954)
 Abram N. Bowman (State Bar No. 023112)
 BOWMAN AND BROOKE LLP
 Suite 1600 Phoenix Plaza
 2901 North Central Avenue
 Phoenix, Arizona 85012
 (602) 643-2300
 (602) 248-0947 - Fax

Attorneys for Defendant GM Corporation

SUPERIOR COURT OF ARIZONA

COCONINO COUNTY

Jin Ah Lee, decedent, by her estate
 representative, Jungil Lee,
 Sang Chul Lee, decedent's father,
 and Dukson Lee, decedent's mother,

Case No. CV-20050307

Plaintiff,

**JOINT STIPULATION AND REQUEST
 TO VACATE APRIL 9, 2007 CASE
 MANAGEMENT CONFERENCE**

v.

ANC Car Rental Corp., General Motors Corp.,
 and Hong-Jun Jeon,

(Assigned to Honorable Fred Newton)

Defendants.

By minute entry dated February 8, 2007, this Court set a case management conference in this matter for April 9, 2007. Counsel for General Motors Corporation will be in trial out of state starting on April 9, 2007. Accordingly, the parties respectfully request that the case management conference be rescheduled to May 29, 2007 at 11:00 a.m.

DATED this 9th day of April, 2007.

BOWMAN AND BROOKE LLP

MICHAEL S. KIMM, ESQ.

By:

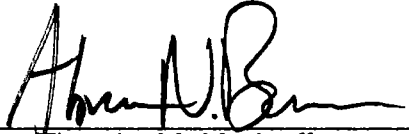
By:

For

Thomas M. Klein
 Abram N. Bowman
 2901 N. Central Avenue, Suite 1600
 Phoenix, Arizona 85012
 Attorneys for Defendant
 General Motors Corporation

Michael S. Kimm
 190 Moore Street, Suite 272
 Hackensack, New Jersey 07601
 Attorneys for Plaintiffs

1 QUARLES & BRADY LLP

2
3 By:  FOR

4 Timothy M. Medcoff
5 One South Church Avenue
6 Suite 1700
7 Tucson, Arizona 85701
8 Attorneys for Defendant
9 ANC Rental Corp.

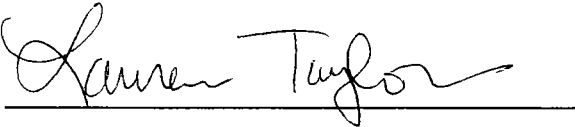
10
11
12 **ORIGINAL** of the foregoing faxed and mailed this
13 9th day of Jan, 2007 to:

14 Honorable Fred Newton
15 Superior Court of Coconino County
16 200 North San Francisco
17 Flagstaff, Arizona 86001

18
19 **COPY** of the foregoing mailed this
20 9th day of Jan, 2007 to:

21 Michael S. Kimm, Esq.
22 190 Moore Street, Suite 272
23 Hackensack, New Jersey 07601
24 Attorney for Plaintiffs

25 Timothy M. Medcoff, Esq.
26 QUARLES & BRADY LLP
27 One South Church Avenue
28 Suite 1700
Tucson, Arizona 85701
Attorneys for Defendant ANC Rental Corp.



1 Thomas M. Klein (State Bar No. 010954)
2 Abram N. Bowman (State Bar No. 023112)
3 BOWMAN AND BROOKE LLP
4 Suite 1600 Phoenix Plaza
5 2901 North Central Avenue
6 Phoenix, Arizona 85012
7 (602) 643-2300
8 (602) 248-0947 - Fax

6 Attorneys for Defendant GM Corporation

7 SUPERIOR COURT OF ARIZONA
8 COCONINO COUNTY

9 Jin Ah Lee, decedent, by her estate
10 representative, Jungil Lee,
11 Sang Chul Lee, decedent's father,
12 and Dukson Lee, decedent's mother,

11 Plaintiff,

Case No. CV-20050307

ORDER

13 v.

14 ANC Car Rental Corp., General Motors Corp.,
15 and Hong-Jun Jeon,

15 Defendants.

(Assigned to Honorable Fred Newton)

17 Pursuant to the stipulation of the parties and good cause appearing, therefore,

18 IT IS HEREBY ORDERED vacating the case management conference set for April
19 9, 2007 and rescheduling a case management conference for May 29, 2007 at 11:00 a.m.
20

21 IT IS SO ORDERED this 9th day of April, 2007.

22
23
24
25 The Honorable Fred Newton
26 Judge of the Superior Court
27
28

EXHIBIT 16

JPB

DEBORAH YOUNG, CLERK

BY  DEPUTY

07 APR 13 PM 12:08

1 Thomas M. Klein (State Bar No. 010954)
2 Abram N. Bowman (State Bar No. 023112)
3 BOWMAN AND BROOKE LLP
4 Suite 1600 Phoenix Plaza
5 2901 North Central Avenue
6 Phoenix, Arizona 85012
7 (602) 643-2300
8 (602) 248-0947 - Fax

6 Attorneys for Defendant GM Corporation

7 SUPERIOR COURT OF ARIZONA

8 COCONINO COUNTY

9 Jin Ah Lee, decedent, by her estate
10 representative, Jungil Lee,
11 Sang Chul Lee, decedent's father,
and Dukson Lee, decedent's mother,

Case No. CV-20050307

Plaintiff,

ORDER

v.

(Assigned to Honorable Fred Newton)

13 ANC Car Rental Corp., General Motors Corp.,
14 and Hong-Jun Jeon,

Defendants.

17 Pursuant to the stipulation of the parties and good cause appearing, therefore,

18 IT IS HEREBY ORDERED vacating the case management conference set for April
19 9, 2007 and rescheduling a case management conference for May 29, 2007 at 11:00 a.m.

21 IT IS SO ORDERED this 9th day of April, 2007.


23 
24 _____
25 The Honorable Fred Newton
26 Judge of the Superior Court
27
28

EXHIBIT 17

Exhibit A to Notice of Removal

b2a

JPB

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINODEBORAH YOUNG, CLERK
07 JUN - 11 AM 11:42
JENEE' SILVA, DEPUTY CLERKFred Newton, Judge
Division 2
Date: May 29, 2007Deborah Young, Clerk
Jenee' Silva, Deputy Clerk

MINUTE ENTRY

JIN AH LEE, decedent, by her estate
representative, JUNGIL LEE; SANG CHUI LEE,
decedent's father; and DUKSON LEE, decedent's
mother,

Plaintiffs,

vs.

ANC CAR RENTAL CORP.; GENERAL MOTORS
CORP. and HUNG - JUN JEON,

Defendants.

Cause No. CV 2005-0307

ACTION: Case Management Conference

APPEARANCES: Counsel, Michael S. Kimm, appearing telephonically on behalf of the Plaintiffs. Counsel, Timothy M. Medcoff, appearing telephonically on behalf of the Defendant, ANC Car Rental Corp. Counsel, Abram N. Bowman, appearing telephonically on behalf of the Defendant, General Motors Corp. Counsel, G. Peter Spiess, appearing telephonically on behalf of the Defendant, Hong-Jun Jeon.

11:09 a.m. Court is in session.

The Court notes It has received a Pre-Hearing Memorandum from Plaintiff's counsel in this case, outlining the procedural history of this matter. The Court further notes this case may be moved from this jurisdiction as the accident may not have occurred in Coconino County.

Court and counsel confer regarding the venue of this matter and pending discovery issues.

The Court presents statements regarding the venue of this matter, the scheduling of discovery deadlines, and the recommendation that the Parties confer regarding the same, before the next Case Management Conference.

Lee v. ANC et al
Cause No. CV 2005-0307
May 29, 2007

Upon Court inquiry, the Parties advise they have nothing further.

IT IS ORDERED setting a Case Management Conference by Minute Entry.
Counsel may appear telephonically at this hearing.

11:24 a.m. Court is adjourned.

* * * * *

IT IS ORDERED setting a **Case Management Conference** on **July 3, 2007**
9:30 a.m., in the **Division 2** courtroom before the **Honorable Fred Newton**.

FN

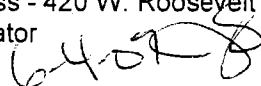
CC: Michael S. Kimm - 190 Moore St., Ste. 272, Hackensack, NJ 07601
Timothy M. Medcoff - One S. Church Ave., Ste. 1700, Tucson, AZ 85701
Abram N. Bowman - 2901 N. Central Ave., Ste. 1600, Phoenix, AZ 85012
G. Peter Spiess - 420 W. Roosevelt St., Phoenix, AZ 85003
ADR Coordinator
Division 2 

EXHIBIT 18

Exhibit A to Notice of Removal

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF COCONINO

Fred Newton, Judge
 Division 2
 Date: July 3, 2007

DEBORAH YOUNG, CLERK
 DEPUTY
 07 JUL 10 AM 10:14
 Deborah Young, Clerk
 Marie Jones, Deputy Clerk

MINUTE ENTRY

JIN AH LEE, decedent, by her estate,
 representative, JUNGIL LEE; SANG CHUI
 LEE, decedent's father; and DUKSON LEE,
 decedent's mother,

Plaintiffs,

vs.

Cause No. CV 2005-0307

ANC CAR RENTAL CORP.; GENERAL
 MOTORS CORP. and HUNG - JUN JEON,

Defendants.

ACTION: Case Management Conference

APPEARANCES: Counsel, Michael S. Kimm, appearing telephonically on behalf of the Plaintiffs. Counsel, Timothy M. Medcoff, appearing telephonically on behalf of the Defendant, ANC Car Rental Corp. Counsel, Thomas Klein, appearing on behalf of the Defendant, General Motors Corp. Counsel, G. Peter Spiess, appearing telephonically on behalf of the Defendant, Hong-Jun Jeon.

9:45 a.m. Court is in session.

The Court has reviewed the Rule 16 Joint Report and it appears that the Parties have agreed upon a large number of the deadlines and the Trial date. There does, however, appear to be an issue regarding Attorney Kimm obtaining local counsel and applying for permission to practice law here in Arizona.

Upon Court inquiry, counsel present statements regarding the deadlines contained in the Rule 16 Joint Report and are in agreement.

IT IS ORDERED the Court will adopt the deadlines as contained in the Rule Joint 16 Report.

Cause No. CV 2005-0307
July 3, 2007

The Court now proceeds with the issue of Attorney Kimm filing a Notice of Association with Local Counsel as well as the filing of the pro hac vice application.

Upon Court inquiry, Attorney Kimm advises that he is taking steps to obtain John Trebon as local counsel and that Attorney Kimm will proceed with the pro hac vice application.

Counsel present statements regarding the Joint Report, local counsel, and the delay in the submission of the pro hac vice application.

The Court feels strongly that the application should be done immediately by Attorney Kimm. The Court advises that, if for whatever reason, the pro hac vice application is not made within sixty (60) days, the Defendants can file a motion to dismiss the case without prejudice and the Court will accelerate a hearing.

The Court presents further statements regarding deadlines.

Counsel present further statements to the Court regarding discovery, the pro hac vice application status and communication with Attorney John Trebon regarding the case.

IT IS ORDERED setting a Case Management Conference in September by minute entry. The Parties may appear telephonically or in person.

9:54 a.m. Court is adjourned.

* * * *

IT IS ORDERED setting a Status Conference on Wednesday, September 5, 2007 at 1:30 p.m. in the Division 2 courtroom before the Honorable Fred Newton.

FN
cc: Michael S. Kimm, 190 Moore Street, Suite 272, Hackensack, NJ 07601
Timothy M. Medcoff, One S. Church Ave., Ste. 1700, Tucson, AZ 85701
Thomas Klein, 2929 North Central Ave., Suite 1600, Phoenix, AZ 85012
G. Peter Spiess, 420 W. Roosevelt St., Phoenix, AZ 85003
John Trebon
ADR Coordinator
Div. 2

M 9-10-07